Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

The Solicitors' Journal and Reporter.

LONDON, AUGUST 18, 1888.

CURRENT TOPICS.

IT WILL AFFORD some satisfaction to those who frequent the Royal Courts of Justice that a thorough overhauling of those courts the roofs of which have shewn defects imperilling the lives of persons beneath is now taking place, and that the dangers which were feared are likely to be averted by the measures now being taken.

THE APPARENTLY heavy list of matters which was set down to be disposed of by Mr. Justice DENMAN on Wednesday last proved to be less substantial than at first sight seemed probable. Out of the 47 cases which came before him, the judge directed that 18 should stand over till next week, and, after making 24 orders, he was able to rise soon after four o'clock. The list of next week, which will contain the 18 cases standing over and many more fresh cases in addition, will probably give more trouble and take up more time.

MR. JUSTICE DENMAN is to be congratulated on having decided to sit in court on Wednesdays instead of at chambers. The crowd which filled his court on Wednesday last would have been too great for any apartment used as chambers, and, apart from the inconvenient crowding, there would be more difficulty in keeping order in a crowd the majority of whose members are obliged to stand than is the case where a large portion of them are able to be seated. Perhaps Sir JAMES HANNEN, when his turn comes to act as Vacation Judge, will take cognisance of his colleague's experience.

MR. JUSTICE DENMAN has already shewn his determination to resist any attempt to encroach upon the province of the Vacation Judge with respect to Chancery business, for he refused on Wednesday, as "an attempt to use the Vacation Judge for a purpose for which he was not intended," an application by an official liquidator for an order compelling a vendor to execute a conveyance to the company.

IT IS SATISFACTORY to observe that no time is being lost in giving effect to the intentions of the anonymous donor whose generosity will be the means of brightening the melancholy wilderness on the west side of the Royal Courts of Justice. The reservation by the Government of the right to reclaim the ground whenever it may be required for the future extension of the courts will not detract much from the practical value of the concession, since it will probably be many years before a Chancellor of the Exchequer will be found prepared to ask Parliament for the funds necessary for the enlargement of the existing buildings. The new bankruptcy offices will no doubt present a handsome front on the north side of the garden, so that the two eyesores, the ruined houses outside, and the uncultivated ground inside, the inclosure will disappear almost simultaneously.

THE JUDGES constituting the Special Commission under the Members of Parliament (Charges and Allegations) Act, 1888, have lost no time in making their arrangements for the opening of the inquiry. The appointment of Tuesday, October 16, for the commencement of the investigation will take little more than a week out of the latter part of the Long Vacation, and therefore it will probably be found unnecessary to make any fresh arrangements to relieve Sir JAMES HANNEN from his duties as Vacation Judge during that period. The formal announcement made by the commissioners appears to indicate that their sittings, the preliminary meeting of which is to be held in the Probate, Divorce, and Admiralty Court No. 1, are to be open to the public.

IN VIEW of the early date fixed by the Special Commissioners for the opening of their inquiry, Mr. PARNELL'S Scotch action is not likely to have any practical influence on their proceedings. The fact that a witness is a party to a pending action for libel would, of course, create no privilege such as would justify a refusal to answer questions when under examination before an ordinary tribunal, and still less could it impose a limitation on the powers conferred on the commissioners by their special Act. The somewhat startling announcement by a daily contemporary that the Scotch action would be ripe for trial in October might have seemed to explain Mr. PARNELL'S preference for a Scotch court, but he possibly has been much influenced by the consideration that in Scotland a verdict may be returned by the majority without the jurors being unanimous.

THE CASE of *Macgregor* v. *Macgregor* (*ante*, p. 677), which came before the Court of Appeal last week, raised an important question as to the validity of a parol agreement for separation. A husband and wife had taken out cross-summonses for assault, but before the summonses were heard they came to an arrangement to live apart, the husband agreeing to pay to the wife £1 a week for the maintenance of herself and their three children, and the wife agreeing to indemnify him against any debts to be contracted by her. On these terms the summonses were withdrawn, and the present action was brought by the wife to recover arrears of maintenance. The Queen's Bench Division upheld the decision of the county court judge in favour of the validity of the agreement. In support of the appeal the husband's contention was that the agreement was invalid, both for want of a trustee, and under section 4 of the Statute of Frauds, as it was not to be performed within a year. The Master of the Rolls disposed of the latter argument by pointing out that, as in *Souch* v. *Strawbridge* (2 C. B. 815), which was an action upon a contract for the maintenance of a child, the whole contract might have been performed within a year, and he took occasion to express his disapprobation on the ruling on this point of HAWKINS, J., in *Davey* v. *Shannon* (27 W. R. 599, 4 Ex. D. 81). He further pointed out that the wife had the same right to compromise the summons for assault which she would have had in the case of a suit for judicial separation, so that the withdrawal of the summons was a good consideration for the husband's promise. He added that the validity of the consideration excluded the necessity for a trustee, who would be required only in order to supply a consideration between husband and wife. LINDLEY, L.J., drew attention to *Wilson* v. *Wilson* (1 H. L. Cas. 538), where the House of Lords had held separation agreements not to be contrary to public policy.

ACCORDING TO THE facts found by the Lord Chief Justice there can be little doubt as to the correctness of his judgment in *Mogul Steamship Co.* v. *McGregor*. Stated briefly, the action was brought against the defendants for conspiring together to monopolise the tea trade between this country and China. They had formed a combination, from which the plaintiffs after 1885 were excluded, but the only means used to influence merchants was the offer of certain advantages, such as a rebate of five per cent. on freights, as a consideration for dealing exclusively with

members of the combination. As to conspiracy the law seems to be now pretty well settled that it is not in itself a substantive wrong: Pollock's Law of Torts, p. 267; Bigelow's Leading Cases on Torts, p. 207. Damage which results from the unlawful act of one is neither more nor less actionable when it is due to the conspiracy of several. There are, however, cases where conduct not actionable in itself becomes so by reason of being malicious, and the fact of conspiracy may be important as evidence of such malicious intent. Upon the point of malice, apart from conspiracy, the case of *Lumley* v. *Gye* (2 E. & B. 216) is important. The defendant prevailed upon an operatic singer to break her contract with the plaintiff in order to hinder her success. The immediate result was a loss to the plaintiff, and any gain to the defendant would be only indirect. The recent case was different. The immediate object of the defendant was to benefit himself by the lawful means of offering special advantages for exclusive dealing. Any injury which might result to the plaintiffs was merely incidental, and, as Lord COLERIDGE said, was the natural effect of trade competition. To find malice here would strike at the whole tendency of modern business, and without malice the fact of conspiracy became unimportant, and the action naturally failed.

IN THE recent case of *Re Hughes* (36 W. R. 821), which came before the Court of Appeal upon an appeal from the decision of the Vice-Chancellor of the Palatine Court of Lancaster, an attempt was made to give effect to an imperfectly attested testamentary document. The deceased, who was very ill and expected to die almost immediately, and who had duly executed a will seven years previously, signed the following paper: "I give all my insurance money that is coming to me to my wife Hannah, for her own use, as well as £200 in the bank. This is my wish." The paper was witnessed only by his wife's niece, to whom he stated that he was leaving his insurance money and money at the bank to her aunt to do what she liked with. At his death, about six weeks afterwards, this document and the will were found folded up together. BRISTOWE, V.C., held that the document was not testamentary, and that there had been a valid gift to the widow, but the Court of Appeal reversed his decision. COTTON, L.J., pointed out that the form of the document, and the circumstances of its execution, shewed that it was intended to be testamentary, while the reference to the insurance money clearly pointed to the time of death. It was, therefore, void by reason of non-compliance with the requirements of the Wills Act. Next the court disposed of the argument that a *donatio mortis causâ* had been intended. First, the paper was not delivered to the alleged donee; and, secondly, neither the title nor the evidence of title to the policy of insurance could pass by delivery. BOWEN, L.J., remarked that to hold that there was a gift would, "in effect, be enabling persons to drive a coach and four through the Wills Act." The remaining contention was, that there had been a valid equitable assignment of a *chose in action*; but the Lords Justices pointed out that there was no immediate assignment, but only a direction as to what was to be done after the testator's death.

THE JUDICIAL COMMITTEE of the Privy Council have during the present year pronounced two very important decisions as to the measure of damages recoverable against a railway company in action for damages for personal injury caused by negligence. In *Victorian Railway Commissioners* v. *Coultas* (13 App. Cas. 222) the disputed item of damage was the effect of the nervous shock occasioned to the plaintiff by the fright caused by a railway accident, there being no evidence that she had sustained any apparent physical injuries. The Judicial Committee (reversing the decision of the Supreme Court of Victoria) held that the damages, not being the naturable and reasonable result of the defendant's negligence, were too remote to be recoverable. Sir RICHARD COUCH said that damages arising from mere sudden terror, unaccompanied by physical injury, but occasioning a nervous or mental shock, were not consequences which would, in the ordinary course of things, be occasioned by the negligence of a railway company's servant; that no precedent for the claim had been adduced; and that their lordships declined to establish such a precedent. In the case of *Grand Trunk Railway Co. of Canada* v. *Jennings*, which was decided about a fortnight ago, the plaintiff's husband had been killed in a railway accident, and the appellants complained that the judge at the trial had misdirected the jury in not directing them to deduct from the damages awarded the amount realised on a policy of insurance on the life of the deceased. Lord WATSON, in giving judgment, pointed out that the amount of the policy represented considerable sums of money which the deceased had paid out of his earnings by way of annual premium, and that possibly, according to the ruling of Lord CAMPBELL in *Hicks* v. *Newport, Abergavenny, and Hereford Railway Co.* (4 B. & S. 403n) the annual premiums on the policy might have been deducted by the jury from their estimate of the income formerly earned by the deceased. The amount of the insurance policy was a matter to be taken into account by the jury, but the extent to which, if at all, it ought to be set off against the damages depended on the position of the deceased and on other matters which, as questions of fact, were entirely for their consideration. On these grounds their lordships declined to hold that there had been any misdirection.

THE JUDGMENT of the Court of Appeal in *London and County Banking Co.* v. *London and River Plate Bank* (*ante*, p. 677) involved the old question, which of two innocent parties was to suffer for the fraud of a third. Negotiable instruments were originally stolen from the defendants and delivered for value to the plaintiffs. They were then stolen—for it amounted to that—from the plaintiffs and restored by the thief to the defendants in order to avoid detection. The original owners were thus once more in possession, but, as their former ownership had been entirely destroyed, it was necessary to show that they were holders for value as though they were strangers. It was argued that, prior to the restoration, they had a civil claim against the thief, and that when the securities were replaced this claim was at an end. On the other side it was pointed out that such an argument assumed that the original owners were entitled to retain the property, the very point in dispute. If this were not so, then their claim could at most only be suspended, and would revive as soon as the reparation proved to be valueless. The dilemma is as complete as can well be imagined, and, as might be expected, it could only be overcome by an artificial use of legal doctrines. Without noticing the objection that they were reasoning in a circle, the Court of Appeal held that the loss of the civil claim upon the thief was a good consideration for the negotiable instruments, and that the defendants, the original owners, in spite of their ignorance of the whole transaction, were once more holders for value. It is to be noticed that the decision affected not only the original securities, but also others that had been substituted for part of them. Thus a person whose property has been stolen, and to whom the thief, to avoid detection, subsequently hands negotiable instruments stolen for the purpose, is entitled to keep them. This solution of the difficulty made it unnecessary to decide another very interesting point raised in the course of the argument. We have said that the thief stole the securities again from the plaintiffs; but, as a matter of fact, he obtained them by giving a cheque for a large amount which he had no funds to meet. So far the fraud seems clear enough, but it was alleged that he intended to provide the funds by means of other frauds to be committed in the course of the same day. Considering the *primâ facie* evidence of fraudulent intent, would the thief be allowed to prove his intention to pay by giving evidence of the frauds by which he meant the payment to be made possible? The Master of the Rolls seemed inclined to think that he would, but in the result it became unnecessary to consider the point.

THE LEGAL MAXIM, *Volenti non fit injuria*, has been the subject of discussion in several recent cases. In *Thomas* v. *Quartermaine* (35 W. R. 555, 18 Q. B. D. 685) the majority of the Court of Appeal held, in an action by a servant to recover compensation for injuries, under the Employers' Liability Act, 1880, that the maxim in question was not superseded by the statute, and that a workman who had, though knowing the dangerous condition of the works on which he was employed, made no complaint, was debarred of his right to recover compensation under the Act. The majority of the court, however, expressed an opinion that the maxim would not be applicable where there had been a breach of a statutory obligation, although Lord ESHER, who dissented, refused to recognise any dis-

tinction between the breach of a common law duty and that of a statutory duty. In *Baddeley* v. *Earl Granville* (36 W. R. 63, 19 Q. B. D. 412) there had been a practice, of which the plaintiff's deceased husband was aware, of disregarding the express provisions of the Coal Mines Regulation Act, 1872, and a divisional court held that the maxim, *Volenti non fit injuria*, did not except the defendant from responsibility under the Employers' Liability Act, 1880. WILLS, J., spoke of the decision in *Thomas* v. *Quartermaine* as having "opened up a new field of inquiry and a new domain of litigation in this class of cases," and expressed an opinion that its application would "require to be watched with great care." He also thought that an understanding that a servant should connive at his master's disregard of a statutory precaution would be in violation of public policy. GRANTHAM, J., also held that the neglect by the defendant of the statutary obligation distinguished the case from *Thomas* v. *Quartermaine*. *Yarmouth* v. *France* (36 W. R. 281, 19 Q. B. D. 647) came before three judges of the Court of Appeal, sitting as a divisional court. The plaintiff had been injured by a kick from his employer's horse, although he was aware of the animal's vicious nature; but the majority of the court held that the fact that the plaintiff had voluntarily undertaken the risk had not been conclusively proved. *Thomas* v. *Quartermaine* was fully discussed. The Master of the Rolls avowed, "after mature consideration," "the strongest conviction" that the decision was "absolutely wrong," because the majority of the judges had taken upon themselves to decide a question of fact, and he laid down that the maxim was not applicable unless the workman not only knew the danger, but deliberately accepted the risk. LINDLEY, L.J., expressed his entire concurrence with *Thomas* v. *Quartermaine*, but distinguished it as a case where the plaintiff was "*volens*, and not merely *sciens*." The more recent case of *Osborne* v. *London and North-Western Railway Co.* (36 W. R. 809) was not an action under the Employers' Liability Act, 1880, but involved the ordinary question as to negligence or contributory negligence between a railway company and an intending passenger, who had been injured by falling down a slippery staircase leading to the platform of one of the defendants' stations, although he knew that the weather was frosty and that the steps were dangerous. A divisional court refused to interfere with the decision of the judge of the Birmingham County Court that the plaintiff had not been guilty of contributory negligence. WILLS, J., again expressed his opinion that *Thomas* v. *Quartermaine* must be very carefully applied, but he laid down, following that case and *Yarmouth* v. *France*, that, wherever the defendant relies upon the maxim, *Volenti non fit injuria*, he will not be entitled to judgment unless he can affirmatively prove that the plaintiff both took the risk voluntarily upon himself, and had full knowledge of the nature and extent of the danger.

ON THE DURATION OF POWERS AND TRUSTS FOR SALE.

I.

Powers and trusts for sale distinguished.—A power of, and a trust for, sale of real estate must be carefully distinguished.

The object of a power of sale is to enable the land to be sold and conveyed where, owing to the land being settled and the beneficiaries, or some of them, not being *sui juris*, no person could convey the fee, in cases, at least, not falling within the provisions of the Settled Land Act, or where, although the land is not settled, or is settled on beneficiaries all of whom are *sui juris*, the number of beneficiaries is so large that it might be difficult, or even impossible, to obtain the concurrence of all of them in dealing with the land, or where the object is to sell the land and apply the proceeds in the payment of debts. An example will render this more clear. Suppose that, before the Settled Land Act came into operation, realty was limited to the use of A. for life, with remainder to the use of B. in fee, A. and B. together could convey the fee, but A. could not convey it without B.'s concurrence, and if B. were under disability there was no means of conveying the fee; to obviate this inconvenience authority to sell and convey the property (commonly called a power of sale) was vested in trustees. This power, when exercised, took effect as a declaration of the use, so that a limitation "to the use of the purchaser and his heirs" took effect exactly in the same manner as if it had been inserted in the settlement containing the power, and (to use a technical expression) that use was fed by the seisin of the grantee to uses in the settlement; and, on the other hand, until the power was exercised the interests of the persons taking in default of appointment were exactly the same as if the power had not been created.

On the other hand, the primary object of a trust for sale is to convert the land into personalty in equity, so as to enable trusts to be declared of it in the same manner and using the same forms as if it were personal estate. Suppose that A. devises his real estate to B. and C. in fee simple on trust to sell it and to hold the moneys arising from the sale on certain trusts: the principle of equity, which declares that that which ought to have been done shall be treated as if it had been done (see *Fletcher* v. *Ashburner*, 1 Bro. C. C. 497; same case, 1 Wh. & Tud. L. C. Eq.), takes effect, and enables the draftsman to neglect the technicalities of real estate and to declare the trusts of the proceeds of sale (which it will be remembered are personal estate) exactly in the same manner as if the sale had been actually made. On the one hand, the interests of the beneficiaries are different from what they would have been if there had been no trust for sale, and, on the other hand, the legal estate devolves in the same manner as if the trustees took beneficially (subject to the provisions of the Conveyancing Act, 1881, s. 30, in the event of the death of a surviving trustee), and the trustees can convey to a purchaser at common law as being the legal owners of the property sold.

The object of these articles is to discuss the question, How long does a power or trust for sale remain in force, or, in other words, within what time after it has been created it must be exercised? We shall discuss powers and trusts separately, because the duration of a trust and of a power depends on totally different considerations. We will begin with powers.

POWERS OF SALE.

Powers as affected by the rule against perpetuities.—The rule against perpetuities prescribes certain limits of time within which future interests in property must vest if they vest at all. A power of sale, when exercised, creates an interest in property. It follows that such a power is good if it is so framed on its creation that every sale made under it must be made within the period prescribed by the rule, but if this is not the case it is bad. There are two cases—*first*, the terms of the power may state the period during which it may be exercised; *secondly*, the power may be expressed in general terms, and we may have to ascertain from the context what that period is. Cases of the first class present no difficulty, those of the second class require careful consideration. It will be found that most of the cases which throw light on the duration of general powers turn on the question whether the power offends against the rule as to perpetuities, the question being, whatever the form of the power may be, What is the last moment at which the power is capable of being exercised?

Strict settlements.—The question as to the duration of powers of sale originally presented itself where the power was contained in a strict settlement, and after some discussion (see the cases collected in 3 Dav. Prec. 570) it was decided, contrary to the older opinion, that an indefinite power of sale (often called a general power of sale) contained in an ordinary strict settlement was valid, though not expressly restricted within the limits prescribed by the rules as to perpetuities, on the grounds suggested in 2 Preston on Abstracts, 158, that the power was good as to the estate for life, because as to that it must fall within the prescribed period, and as to the estates tail, because it might be barred by any tenant in tail: *Biddle* v. *Perkins* (4 Sim. 135); *Cole* v. *Sewell* (4 Dr. & War., at p. 32): see this discussed, Sugden on Powers, 849; Vaisey on Settlements, 365.

It follows that, where the limitations are in strict settlement, as soon as the fee simple vests in possession (*Lantsbery* v. *Collier*, 2 K. & J. 709, see p. 718), either by the estates tail being barred and the death of the tenant for life, or by the estate for life having merged in the reversion in fee (*Wolley* v. *Jenkins*, 23 Beav. 53, on app., 3 Jur. N. S. 321), or otherwise, the power of sale, where expressed in general terms, is determined (Sugden on Powers, 859), and that even if pin-money jointures or portions are subsisting (*Wheate* v. *Hall*, 17 Ves. 80; *Wolley* v. *Jenkins*, *ubi sup.*). Of course the power may be so framed as to be expressly exercisable after the fee has fallen into possession, but in this case attention

must be paid to the rules against perpetuities. In the common case of a strict settlement made on marriage the power of sale may safely be made to override the jointure of the intended wife; but if power is given to the husband to jointure an after-taken wife, it would not be safe to make the power override her jointure, for, as an after-taken wife is not necessarily *in esse* at the date of the settlement, the power would in that case offend against the rule.

It should perhaps be observed that the power of sale with the consent of the tenant for life, commonly inserted in strict settlements before the Settled Land Act came into operation, was not destroyed by the tenant for life joining with the tenant in tail in a disentailing assurance, and thereby limiting the fee to such uses as they should jointly appoint, followed by a re-settlement in which a life estate was limited to the tenant for life in restoration of his old estate: *Re Wright's Trusts* (28 Ch. D. 93).

An indefinite power of sale in a strict settlement may also be supported on the grounds stated in *Peters* v. *Lewes and East Grinstead Railway Co.* (18 Ch. D., at p. 433, cited *post*). It should be observed that no limitation, and therefore no power subsequent to an estate tail, can be too remote: *Heaseman* v. *Pearse* (L. R. 7 Ch. 275).

Settlements other than strict settlements.—The reasoning by which an indefinite power of sale contained in a strict settlement is held to be valid does not apply to a power of this nature contained in a settlement of another form; but even in a case of this nature an indefinite power of sale may, by the context, be restricted so as to be exercisable only within the period prescribed by the rule against perpetuities. The reasoning of Jessel, M.R., in *Peters* v. *Lewes and East Grinstead Railway Co.* (18 Ch. D., at p. 433) explains the manner in which indefinite powers of sale can be supported in this case. He says: "No doubt you cannot have a power of sale to change the nature of the interests limited by the instrument so as to exceed the limit of time prescribed by the rule against remoteness or perpetuity; and as it has long been the habit of conveyancers to frame powers of sale in general terms, the courts have had to consider how they are to be limited so as to bring them within the rule; and the courts have decided that the powers, although framed in general terms, are limited by the nature of the limitations contained in the settlement or will, so that when, by reason of the expiration or cesser of the limitations contained in the settlement, whether made by will or deed, the absolute interests come into existence, then the power is considered to be at an end; and, inasmuch as no settlement can be valid either by will or deed under which absolute limitations do not come into existence within the prescribed period, that makes all the powers valid. That is the doctrine which is laid down, not only in *Lantsbery* v. *Collier* (2 K. & J. 709), but in a long line of cases."

DEVISES OF COPYHOLD MORTGAGE OR TRUST ESTATES.

II.

We considered last week the present state of the law on this subject. The question now arises, is it proper for a testator to devise copyholds to which he has been admitted, and of which he is trustee or mortgagee? On the one hand the heir may be an infant or a person difficult to ascertain, and, on the other hand, the fines on the admission of the devisees may, and probably will, be larger than on the admission of the heir.

The lord is entitled to a fine on the admission of the heir or devisee, the amount of which depends on the custom of the manor. In most (probably all) cases where, as in the case of a devise to several, more than one person is admitted, the fine is larger than if one person only is admitted: *Sheppard* v. *Woodford* (5 M. & W. 608), *Wilson* v. *Hoare* (2 B. & Ad. 350; same case, 10 Ad. & E. 236), *Hoare* v. *Wilson* (10 Ad. & E. 245, n.).

Without discussing at any length the nice questions which arise as to the amount of fines payable where the person claiming to be admitted is not the surrenderee or the original heir of the last tenant on the rolls, we may point out that the lord is always entitled to have a tenant on the rolls, and that if, on the death of the last tenant on the rolls, his heir or surrenderee is not admitted, and afterwards a person claims as heir or devisee of the surrenderee (*Londsborough* v. *Foster*, 3 B. & S. 805), or as devisee of the heir (*Garland* v. *Alston*, 3 H. & N., at p. 395), he must pay two fines.

Experience has proved that, notwithstanding the larger fine that is payable on the admission of two or more devisees than on the admission of the heir, it was convenient under the old law, before 1882, to devise trust and mortgage estates. It appears to follow that it is now desirable to devise trust and mortgage copyholds to which the testator has been admitted—at all events, in cases where it is likely that the testator's heir will be an infant or is likely to be resident abroad.

It has been suggested by a correspondent that the liability to pay the larger fine due on the admission of two devisees might be avoided by devising the copyholds to "such uses as A. and B. or the survivor should by deed appoint, and, in default of appointment, to them in fee," with a suitable declaration of trust. This suggestion is ingenious, but, as above pointed out, the lord would not be compelled to admit the appointee.

There is another plan which may possibly be worth adopting, in cases, at least, where the testator is trustee of many copyholds. It has been decided that, where there was a devise to several on trust, and all but one disclaimed, the latter was entitled to admission on the payment of a single fine: *Wellesley* v. *Withers* (4 El. & Bl. 750) (it should perhaps be observed that the case was afterwards compromised, apparently owing to an objection taken to the form of the action by the judges in the Exchequer Chamber); but of course such disclaimer would be inoperative after the exercise of any acts of ownership by the persons disclaiming: *Bence* v. *Gilpin* (L. R. 3 Ex. 76). It must be remembered that *Wellesley* v. *Withers* was only a case between the lord and the copyholder, and that it did not decide any question as between trustee and *cestui que trust*. The rule as between trustee and *cestui que trust* appears to be that a trustee who accepts any part of the trust property cannot afterwards disclaim any other part of it, but as this is a mere rule of equity it can be rebutted by an appropriate declaration in the instrument creating the trust. It appears to follow that if, in a will devising trust and mortgage copyholds to which the testator has been admitted, power is given to the devisees or any of them to disclaim any particular copyhold tenement, notwithstanding that they may have accepted the other devises in the will, such power would be operative in equity, and that the result would be that the devisees (who have, as above pointed out, a power at law to disclaim) would be able to do so without committing a breach of trust; and that before they had dealt with any particular copyhold they could either all disclaim so as to allow it to descend to the heir, or all but one disclaim so as to allow it to vest in that person only under the will, the result being in either case that a single fine only would have to be paid. While we submit this suggestion to our readers, we must urge on them very strongly not to adopt it unless there is special reason for doing so, as it is always dangerous to adopt new methods in assurances.

Those of our readers who wish to adopt this suggestion may use the following form:—"I devise all hereditaments" (not "land" as in the Act) "of copyhold or customary tenure vested in me as a trustee or mortgagee of which I shall, at the time of my death, be tenant on the court rolls of any manor to A., B., and C., and their heirs upon the trusts and subject to the equity of redemption affecting the same respectively, but the money secured on such mortgages and not held by me as trustee shall be taken as part of my personal estate, and I declare that it shall be lawful for the said A., B., and C., or any or either of them, to disclaim all or any of the said hereditaments of copyhold or customary tenure notwithstanding that the person or any of the persons so disclaiming may have acted as trustee or executor of this my will, and to disclaim some of the said hereditaments notwithstanding that he or they may have accepted others of the said hereditaments."

It will be observed that this form is taken from the old form of devise of trust and mortgage estates (see 2 Key & Elphinstone's Prec., 1st ed., p. 1354); modified so as to apply only to hereditaments affected by the Copyhold Act, 1887, s. 45, and with the addition of the clause authorizing the devisee to disclaim. The form in 4 Davidson's Prec., p. 60, appears not to be quite correct, as it declares that all the mortgage money is to be taken as part of the testator's personal estate, which does not meet the case where the testator holds a mortgage as trustee).

It should perhaps be observed that if this form is used it will be most useful in those cases where the testator is likely to be the surviving trustee in many trusts. This is not unlikely to occur where he is one of the principal solicitors in a district in which there are many copyholds.

REVIEWS.

YEAR BOOKS.

YEAR BOOKS OF THE REIGN OF KING EDWARD THE THIRD, YEAR XIV. Edited and translated by LUKE OWEN PIKE, Barrister-at-Law. Eyre & Spottiswoode.

This book is admirably edited, and not only the profession, but also all students of English history, owe a debt of gratitude to Mr. Pike for his labours. The introduction is full of interest. Mr. Pike's remarks as to the importance of making a glossary of the French language, as used and spoken in England, deserve most serious attention. We understand that the Selden Society have such a glossary in contemplation, but we would remind our readers that an undertaking of this nature requires considerable funds, and would urge upon them to support the society, not only by becoming subscribers, but by offering to read books.

There are several cases in this volume which are good law at the present day, see, for instance, the case on false Latin (*Braynford* v. *Countess of Kent*, Easter Term, pl. 56, p. 136), on the dependency of convenants (Easter Term, pl. 47, p. 110). In *Countess of Kent* v. *Abbot of Ramsay* (Easter Term, pl. 54, p. 126) there is a discussion of the meaning of the word "war" in a provision that the lessees of a fair should be exempt from payment of rent if they should lose their fair *occasionæ guerræ futuræ*. Many of our readers must have wondered what connection, if any, there is between "the demise of the Crown" and "the demise of a house." Mr. Pike points out that "*il se demyst*" is a form of words commonly used in the year books to signify that a person divested himself of any particular estate which he might have held, and that it is not restricted to the meaning of granting an estate for life or years. So that on the one hand it is a courtly phrase signifying that the king has put off his crown—*i.e.*, died, and on the other hand that a person has created a term of years by divesting himself of it.

The discussion of feoffments of rent will surprise those of our readers who have been brought up in the orthodox belief that "at common law all incorporeal hereditaments lie in grant and all corporeal hereditaments in livery."

Pl. 43 Easter Term, p. 104, is of great interest to the historical lawyer. "On a writ of right the tenant vouched to warranty one who came and warranted and joined the mise on the better right, and afterwards made default. Wherefore Hillary adjudged that the demandant should recover against the tenant to him and his heirs for ever, quit of the vouchee and of the tenant and of their heirs for ever, and that the tenant should recover over to the value against the vouchee, and that the vouchee should be in mercy," &c.

It does not appear whether the tenant was seised in fee simple or in fee tail. If he was seised in tail this may be an instance of a feigned recovery suffered in 1340, one hundred and thirty years before *Taltarum's case*, which is commonly believed to be the case on which the validity of feigned recoveries depends. If, on the other hand, the tenant was seised in fee simple, it is probably the case on which the astute lawyer who devised feigned recoveries acted.

We do not quite agree with the editor's comments on "Talwood," Introd., p. lxvii. According to Spelman s.v. "Talio" it means firewood spit and cut to a certain size—*i.e.*, cordwood. In the record cited by the editor the word is used in juxtaposition with "grosso bosco"—*i.e.*, timber. In this place it probably means timber only fit for firewood: see a record cited by Blount Law Dict., s.v. "Talshide." The editor remarks:—"We learn that oak trees at some stage of their growth were not thought too valuable to be used for burning." Probably the oaks in question were not growing oaks, but dottards—*i.e.*, oaks hollow with age and of no use as timber; most of the oaks in Richmond Park are in this condition. The editor also says:—"It is not clear how the bargain was effected, nor how the number of pieces could be sold before they had been cut and measured. Some custom probably regulated the transaction, a definite number of trees being estimated to yield a definite number of pieces or measures, or the purchaser having power to fell until the amount was made up." It is at the present day a common practice to sell timber standing at per foot, the measurement being made after the trees are cut; and in the case of trees cut for firewood the amount is commonly measured after the wood is formed into billets. Measurement in the latter manner would have been easy if there had been an assize of fuel at the time in question. It is stated in the statute 7 Ed. 6, c. 7, that the assize of Talwood appointed by 34 & 35 Hen. 8, c. 3, is the same as the assize kept in the time of Edward IV. After a very careful examination of the statutes at large, we have been unable to find any Act of Edward IV. regulating the assize of fuel. It appears, however, from Spelman, s.v. "Assisa," that there were some assizes of bread and measures of the times of Richard I. and John which are not in the statute book. It is not unlikely, therefore, that an assize of fuel was in force at the date of action under discussion; and if this was the case, there could be no difficulty in ascertaining the quantity after the talwood was cut.

CORRESPONDENCE.

BUILDING SOCIETY MORTGAGE.

[*To the Editor of the Solicitors' Journal.*]

SIR,—Can any of your readers say if a building society mortgage is capable of transfer?

I never met with a case, nor with any precedent of such a transfer, in any conveyancing treatise I have ever seen, and I believe myself that such transfer cannot be made. A SUBSCRIBER.

August 14.

CASES OF LAST WEEK.

COURT OF APPEAL.

BRERETON *v.* EDWARDS—No. 1, 3rd August.

PRACTICE—CHARGING ORDER—JURISDICTION—CASH TO CREDIT OF JUDGMENT DEBTOR IN ACTION IN CHANCERY DIVISION—1 & 2 VICT. c. 110, ss. 12, 14—3 & 4 VICT. c. 82, s. 1—JUDICATURE ACT, 1873, s. 24 (7)—R. S. C., 1883, XLVI., 1, 2—SUPREME COURT FUNDS RULES, 1886, R. 99.

The main question in this case was whether a judge of the Queen's Bench Division could make an effectual order charging a judgment debt upon a sum of cash standing to the credit of the judgment debtor, in the name of the Paymaster-General, in an administration action in the Chancery Division. Field, J., in chambers, on the 26th of January, made an order *nisi*, charging the sum of £48, for which the plaintiffs had, in this action, recovered judgment against the defendant, upon a sum of £65 12s. 3d. cash which was standing to the defendant's credit, in the name of the Paymaster-General, in an administration action in the Chancery Division. This sum formed part of the proceeds of the sale of some Consols, which had been sold for the purpose of division among the persons entitled thereto. The charging order was made absolute on the 31st of January. On the 27th of January the Guardians of the Congleton Union obtained, in the administration action, an order for the payment to them, out of the £65 12s. 3d., of a sum of £14 12s. which was due to them for past maintenance of the defendant as a pauper. The Paymaster-General declined to act on the latter order, because he had received notice of the prior charging order *nisi*. The plaintiffs had not obtained a stop order, nor had a receiver been appointed. A divisional court (Lord Coleridge, C.J., and Mathew, J.) held that Field, J., had jurisdiction to make the charging order, and refused to set it aside. Rule 1 of order 46 provides that "An order charging stock or shares may be made by any divisional court, or by any judge, and the proceedings for obtaining such order shall be such as are directed, and the effect shall be such as is provided by the Acts 1 & 2 Vict. c. 110, ss. 14, 15, and 3 & 4 Vict. c. 82, s. 1." By rule 3, "The expression 'stock' includes shares, securities, and money." Section 12 of the Act 1 & 2 Vict. c. 110 empowered the sheriff under a writ of *fi. fa.* to seize money and cheques belonging to the execution debtor. Section 14 empowered a judge of one of the superior courts at Westminster, on the application of any judgment creditor, to make an order charging with the payment of the judgment debt and interest "any Government stock, funds, or annuities, or any stock or shares of or in any public company in England," standing in the debtor's name in his own right, or in the name of any person in trust for him. By section 1 of the Act 3 & 4 Vict. c. 82 the provisions of the Act 1 & 2 Vict. c. 110, s. 14, were extended "to the interest of any judgment debtor, whether in possession, remainder, or reversion, and whether vested or contingent, as well in any such stock, funds, annuities, or shares as aforesaid, as also in the dividends, interest, or annual produce of any such stock, funds, annuities, or shares." The guardians (though the fund in court was sufficient to pay both the amount due to them and the amount of the plaintiff's judgment debt) desired to have the charging order set aside altogether, because they anticipated that further sums would become due to them for the defendant's maintenance. On the appeal it was argued on behalf of the guardians that under the Act 1 & 2 Vict. c. 110 there was no power to make a charging order on cash, and that, at any rate, a judge of the Queen's Bench Division could not charge cash under the control of the Chancery Division; that if the charging order was valid it was of no avail until it had been perfected by a stop order, and that equitable execution could be obtained only by the appointment of a receiver.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) affirmed the decision. Lord ESHER, M.R., said that the charging order could not be justified under section 14 of 1 & 2 Vict. c. 110 or section 1 of 3 & 4 Vict. c. 82. Those sections applied only to Government stock, funds, or annuities, or stock or shares in any public company, or the dividends, interest, or annual produce of the same. But under section 12 of 1 & 2 Vict. c. 110 the sheriff was empowered to seize under a *fi. fa.* a cheque or cash belonging to the judgment debtor. If a cheque belonging

to the judgment debtor had been in the hands of the Accountant-General of the Court of Chancery, that court would have assisted the judgment creditor to obtain the fruits of his judgment by allowing the sheriff to receive the cheque from the Accountant-General. As to a cheque, *Watts* v. *Jefferyes* (3 Mac. & G. 422) was an authority for this, and the same principle applied to cash under the control of the court. By the Judicature Act all judges of the High Court were made judges of every division, and therefore Field, J., had jurisdiction to make the order. It was unnecessary to go through the form of appointing a receiver. The order *nisi* remained in abeyance until it was made absolute, but when it was made absolute it took effect from the date of the order *nisi*, and was, therefore, prior to the order obtained by the guardians. *Haly* v. *Barry* (3 Ch. 452) shewed that this was so. Under the present practice, especially having regard to rule 99 of the Supreme Court Funds Rules, 1886, it was unnecessary for the plaintiffs to obtain a stop order. The Paymaster-General had notice of the charging order, and that was sufficient. LINDLEY, L.J., concurred. He said that *Watts* v. *Jefferyes* shewed that if a judgment debtor had property which could be seized under a *fi. fa.*, that property could be reached by the judgment creditor, even if it was in the custody of the Court of Chancery, and there was nothing in principle or practice to prevent cash standing to the credit of a judgment debtor in the Chancery Division from being handed over to his judgment creditor. It could not be said that Field, J., had no jurisdiction to make the charging order, though probably he would not have made it if he had not supposed that he was making it under section 14 of 1 & 2 Vict. c. 110. With regard to priority, there was no difference in principle between an order made under the statute and an order made under the general jurisdiction of the court, and therefore *Haly* v. *Barry* was an authority for holding that the charging order took effect from the date of the order *nisi*, and had priority over the order obtained by the guardians. Under the old practice a stop order would have been necessary, but under rule 99 of the Supreme Court Funds Rules, 1886, it was plainly the duty of the Paymaster-General to take notice of charges on a fund which were properly notified to him. When there was a charging order, and notice of it had been given to the Paymaster-General, a stop order would be a mere waste of time. BOWEN, L.J., concurred. He said that the principle of the present decision was this, that any judge of the High Court had now power, at the instance of a judgment creditor, to make *ex parte* an effectual order charging the judgment debt upon a sum of cash standing to the debtor's credit in an action in the Chancery Division.—COUNSEL, *Horace Avory; Ince*, Q.C., and *E. Brodie Cooper*. SOLICITORS, *Hicklin, Washington, & Pasmore; Scott, Jarmain, & Co.*

CHARMAN *v.* SOUTH-EASTERN RAILWAY CO.—No. 1, 27th July.

RAILWAY—LIABILITY TO FENCE LEVEL CROSSING—RAILWAYS CLAUSES CONSOLIDATION ACT, 1845, s. 47.

This was an action brought to recover damages for the loss of two horses belonging to the plaintiff by reason of the negligence of the defendants in not properly fencing their line of railway. The defendants' line crosses a high road passing over Albury Heath, in the county of Surrey, by a level crossing. On each side of the line there are two large gates, which are kept closed across the high road except when they are opened for carriages, or horses, or cattle to pass. These gates cover the entire width of the metalled road. At the side of the large gates there is a wicket gate, beyond the width of the metalled road, but communicating with the road by a short footpath. This gate has its hinges towards the large gates, and swings between two pieces of fence, which are placed at an angle to one another in such a way as to prevent the gate being used for any other purpose than for foot passengers. Some horses of the plaintiffs, which were in a field some distance from the line, escaped into the high road and came along the road towards the line. They pushed against the wicket gate, broke down the piece of fence nearest to the line, and strayed on to the railway, where two of them were killed by a passing train. The piece of fence had become rotten through want of repair. The action was tried before Huddleston, B., who nonsuited the plaintiff and gave judgment for the defendants, on the ground that there was no obligation on which an action would lie. On the application of the plaintiff to a divisional court (Manisty and Stephen, JJ.) a new trial was ordered on the ground that section 9 of the Railways Regulation Act, 1842 (5 & 6 Vict. c. 55), imposed an obligation on the company to keep and maintain a fence at the place in question, and that the case ought not to have been withheld from the jury. From this decision the defendants appealed, and it was now argued on their behalf that the nonsuit was right. The obligation to fence their line was imposed on the company by sections 47 and 68 of the Railways Clauses Consolidation Act, 1845. Section 47:—"If the railway cross any turnpike road or public carriage road on a level, the company shall erect and at all times maintain good and sufficient gates across such road, on each side of the railway where the same shall communicate therewith, and shall employ proper persons to open and shut such gates; and such gates shall be kept continually closed across such road on both sides of the railway, except during the time when horses, cattle, carts, or carriages passing along the same shall have to cross such railway; and such gates shall be of such dimensions and so constructed as when closed to fence in the railway, and prevent cattle or horses passing along the road from entering upon the railway." The obligation imposed by this section was to have gates to fence the line from the road at the point where the line crosses the road. That was the whole of the obligation, and the company had complied with it, for the gates here were long enough to cover the width of the road. There was no liability to carry any fence beyond the width of the road. The place which was here complained of as not being properly fenced was not part of the road. There was no duty in the case of straying horses; there was no obligation on the company to prevent horses from straying from the road on to other parts of the company's premises and thence on to the line. Section 68 enacted that the company should make and maintain "sufficient posts, rails, hedges, ditches, mounds, or other fences for separating the land taken for the use of the railway from the adjoining lands not taken, and protecting such lands from trespass, or the cattle of the owners or occupiers thereof from straying thereout." The obligation imposed by this section was only an obligation as to adjoining owners or occupiers. Reference was made to *Ricketts* v. *East and West India Docks* (12 C. B. 160), *Manchester, Sheffield, and Lincolnshire Railway Co.* v. *Wallis* (14 C. B. 213), and *Fawcett* v. *York and North Midland Railway Co.* (16 Q. B. 610). It was agreed that if the court should decide in favour of the plaintiff judgment should be given for £50.

THE COURT (Lord ESHER M.R., and LINDLEY, L.J.) came to the conclusion that the plaintiff was entitled to judgment. Lord ESHER, M.R., said the question was whether the company were bound to fence this particular spot. If the case was put on section 68, then, as these horses were straying, the authorities shewed that the plaintiff was not using the road by his horses in such a way as to enable him to recover under that section. The case of *Manchester, Sheffield, and Lincolnshire Railway Co.* v. *Wallis* was a decision that a man driving cattle along a road by a level crossing was an occupier of the road adjoining the railway; but if the cattle were straying, their owner was not an occupier. The plaintiff, therefore, could not avail himself of section 68. The question remained whether the case came within section 47. That section was intended to give certain protection to persons who had been in the habit of using the road before the railway was brought across it, and whose right of free passage had been thereby interfered with. The section ought to be construed so as to make the remedy which it was intended to afford an effective remedy. It had been argued that, if the company put up gates as wide as the road, that was all that the section required them to do, but it was obvious that, if the land close to the gates on either side was level and unprotected, the consequence must be that cattle going along the road might get on to the railway beyond the width of the gates. If that were all the section required, the remedy would be ineffective. His lordship read the section, and thought the meaning of it was that the gates must be at least as wide as the road, and must be so constructed as to prevent horses passing along the road from going on to the line. The gates must sometimes be wider than the road, for instance, whenever the line was wider than the road. In the present case the large gates did not sufficiently fence in the railway, it was necessary to have the whole length, including the small gate, properly fenced. The company were liable, and judgment must be entered for the plaintiff for the sum agreed upon. LINDLEY, L.J., said that the company had widened this road; they had made a triangular piece of ground at the side of the old road a part of the level crossing; and they had put up three gates instead of two. The meaning of section 47 was that, when a line crossed a road on a level, the company was to erect and maintain gates such as, when closed, should prevent cattles or horses getting on to the railway. Here the company had failed to maintain in sufficient repair the gates which they had put across the road. Section 68 did not apply to the present case.—COUNSEL, *Winch*, Q.C., and *Tufton; Willis*, Q.C., and *Probyn*. SOLICITORS, *Bennett, Dawson, & Bennett; Stevens & Co.*

Ex parte SIMON—No. 1, 4th August.

PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57), s. 18—SPECIFICATION—AMENDMENT EXTENDING PATENT—PROHIBITION TO ATTORNEY-GENERAL.

This was an application by way of appeal from the Queen's Bench Division for a writ of prohibition to the Attorney-General to prevent him from allowing an amendment of the specification under section 18 of the Patents, Designs, and Trade-Marks Act, 1883. The patentee of Van Gelders' patent having applied for leave to amend the specification by way of disclaimer, the Attorney-General announced his intention of allowing the amendment. The present applicant thereupon moved for a prohibition, on the ground that the proposed amendment would make the specification claim an invention substantially larger than the invention claimed by the original specification, contrary to section 18, sub-section 8, and that the only remedy was by prohibition, as, if the amendment were once allowed, by sub-section 9 the amendment would be conclusive against all the world, and could not afterwards be disputed. Section 18, which allows an amendment to be made in a specification by way of disclaimer by leave of the Attorney-General, provides by sub-section 8 that "no amendment shall be allowed that would make the specification as amended claim an invention larger than or substantially different from the invention claimed by the specification as it stood before the amendment"; and by sub-section 9 that "leave to amend shall be conclusive as to the right of the party to make the amendment allowed, except in case of fraud; and the amendment shall in all courts and for all purposes be deemed to form part of the specification." The Divisional Court (Field and Wills, JJ.) refused to grant a rule *nisi* for a prohibition, and the applicant moved the Court of Appeal for a rule, the Attorney-General by leave shewing cause in the first instance. It was admitted that under the former statutes (5 & 6 Will. 4, c. 83, s. 1, and 7 & 8 Vict. c. 69, s. 5) an amendment, if wrongly allowed, could be disputed in subsequent proceedings, but it was argued that section 18, sub-section 9, of the Patents, &c., Act, 1883, rendered it now conclusive "for all purposes." Short on Prohibition, 431, and *Ex parte Newton* (3 W. R. 374, 4 E. & B. 869) were referred to.

THE COURT dismissed the application. Lord ESHER, M.R., said that there were two modes of making sub-sections 8 and 9 consistent. One was to say that sub-section 8 was merely directory to the Attorney-

General, and sub-section 9 made his act conclusive, and so no prohibition would lie. The other was that sub-section 8 limited his jurisdiction, and if he exceeded his jurisdiction the amendment was not made conclusive by sub-section 9, and could be questioned by anyone afterwards. In his lordship's opinion those sub-sections had not altered the previous law. The Attorney-General could not allow a valid amendment if it substantially enlarged the original specification or made it different within sub-section 8. That being so, sub-section 9 had not the effect of making that which he had done wrongly conclusive. Any attempt to enforce the amended specification could be met by saying that the amendment was a nullity, and could not alter the original specification. The Legislature, by simply inserting the words "for all purposes," in sub-section 9 did not intend to alter the previous law and so the prohibition could not be granted. Further, in his opinion the Attorney-General, though he might have to act judicially, was not a "court," and no prohibition would lie. LINDLEY, L.J., concurred. The application was made *quia timet* and without necessity. An amendment by way of disclaimer had the same effect as formerly. The object was to enable a patentee to prevent his patent being rendered invalid by mistakes in the specification. The machinery was somewhat altered now. The Comptroller was brought in, and an amendment could be made by him or by the Attorney-General if it were opposed. He could find no ground for saying that the amendment made by the Comptroller was valid for all purposes. The last clause of sub-section 9 was said to make the amendment allowed conclusive. "The amendment" there referred to meant, not the amendment actually made, but the amendment that could be made under sub-section 8. It meant "such amendment." It did not include an amendment made *per incuriam*. He also agreed with the general proposition that prohibition would not lie against the Attorney-General, as it was contrary to the recognized practice. BOWEN, L.J., agreed. Under the previous Acts the law did not have the effect of making the amendment valid: *Dudgeon* v. *Thomson* (3 App. Cas. 34); *In re Bateman & Moore's Patent* (Macrory's Patent Cases, 116). The present Act recasts the language in a new shape. The question was, What was the duty of the Attorney-General? The Attorney-General, exercising his duty as an officer of the Crown, was not a "court" in the ordinary sense. He had statutory functions imposed upon him, and under section 18 he had to form an opinion and act upon it after hearing the parties. Sub-section 8 was a guide to him in forming his opinion. But it went further, and prohibited an amendment that would substantially enlarge the scope of the original invention. If he granted leave to amend wrongly and the amendment was not allowed by law no harm was done. The case stood thus: when the amendment came before him, if the disclaimer was a proper one, his leave was a condition precedent to the disclaimer. If the disclaimer was an improper one, and leave were obtained, in any future proceedings the disclaimer could be shewn to be improper. It was clear that, as to the duty of the Attorney-General in giving leave to amend, he had to form an opinion, and even if it were a wrong opinion, the court could not interfere with him in forming that opinion. If he allowed a wrong amendment it had no effect in law.—COUNSEL, *Moulton*, Q.C., *Carpmael*, and *Roskill*; *Sir H. James*, Q.C., and *R. S. Wright*; *Aston*, Q.C., and *Bousfield*. SOLICITORS, *Wilson, Bristowe, & Carpmael*; *Solicitor to the Board of Trade*.

MOORE *v.* GILL—No. 1, 2nd August.

PRACTICE—COSTS—GOOD CAUSE—R. S. C., 1883, LXV., 1.

In an action for libel the jury found a verdict for a farthing. Lord Coleridge, C.J., who tried the case, gave judgment on June 12 for the plaintiff, and refused to exercise his discretion over the costs, telling the defendant to go to the Court of Appeal and get their opinion whether there was "good cause" or not, and saying that if he did exercise his discretion he would deprive the plaintiff of costs. He accordingly stayed execution for fourteen days. Judgment was thereupon drawn up for the plaintiff for one farthing and costs, to be taxed. Subsequently in *Rooke* v. *Czarnikow* (*ante*, p. 607) the Court of Appeal said that where the judge refused to exercise his discretion as to costs they would not entertain an appeal. Thereupon on July 12 the defendant again applied to Lord Coleridge, C.J., for an order to deprive the plaintiff of costs, and he did so. The plaintiff appealed, and contended that after the judgment had been drawn up the judge was *functus officio*, and could not alter it.

THE COURT dismissed the appeal. Lord ESHER, M.R., said that in dealing with the case they must consider what Lord Coleridge, meant when he gave judgment on June 12. In his opinion the Chief Justice was acting on the same lines as he had done for some time. He did not intend to give final judgment for the plaintiff for a farthing and costs. He stated that he was of opinion that the plaintiff ought not to have costs, but that he would not exercise his discretion until the Court of Appeal had told him that "good cause" existed upon which he could exercise his discretion. It was obvious that that was what he meant, and, even assuming in favour of the plaintiff that he gave judgment with costs, he made that order subject to the question being raised in this court. The judgment, therefore, was drawn up through a mistake, and the court could set it right. His lordship then said that on the facts "good cause" existed, and added that when the question depended on the facts this court was extremely loth to interfere with the decision of the judge at the trial. The verdict of a farthing was a strong element to shew that there was good cause, as in most cases it indicated that the action was frivolous or oppressive. The Chief Justice, therefore, had a right to exercise his discretion at the time he did. BOWEN, L.J., concurred. The application to deprive the plaintiff of costs was made at a time when Lord Coleridge, was pursuing a somewhat singular course in always refusing to exercise his discretion as to costs. He did not, however, intend to give final judgment for the plaintiff with costs, as he intended the parties to go to the Court of Appeal upon it. He stayed execution for fourteen days, which clearly shewed that he intended an interlocutory application to be made to this court, and that he did not intend to give final judgment for costs. This court having pointed out in *Rooke* v. *Czarnikow* that the judge must make some order to enable an appeal to be brought, the Chief Justice made the order depriving the plaintiff of costs. The judgment as originally drawn up was a mere slip, and could be rectified, and the Chief Justice had a right to exercise his discretion at the time he did. His lordship agreed that there was "good cause." This court would never interfere with the decision of the judge upon this point, when it depended upon the facts, except in an extremely strong case. It had only interfered on two or three occasions, so far as he knew.—COUNSEL, *A. Powell* and *Lynden Bell*; *Radcliffe*. SOLICITORS, *A. H. Crowder*; *Powell & Goodale*.

Re GRAYSTON, *Re* WALL—No. 1, 9th August.

PRACTICE—APPEAL—UNQUALIFIED PERSON ACTING AS SOLICITOR—IMPRISONMENT—"CRIMINAL CAUSE OR MATTER"—SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), s. 32—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 47.

Appeal by Harry Wall from an order of the Queen's Bench Division, under section 32 of the Solicitors Act, 1843, suspending Grayston, a solicitor, from practising for two years for having wilfully and knowingly allowed his name to be made use of by Wall, an unqualified person, in several suits and actions for Wall's profit, and committing Wall to prison for three months for having acted as a solicitor as aforesaid. The facts of the case are fully reported in last week's number of the SOLICITORS JOURNAL, at p. 680. Grayston did not appeal. When the arguments on behalf of the appellant were almost concluded, the court took the objection that this was a "judgment of the High Court in a criminal cause or matter" within section 47 of the Judicature Act, 1873, and that no appeal lay. *Osborne* v. *Milman* (35 W. R. 397, 18 Q. B. D. 471) and *Re Hardwick* (32 W. R. 191, 12 Q. B. D. 148) were referred to.

THE COURT (Lord ESHER M.R., and LINDLEY and BOWEN, L.JJ.) said that *Osborne* v. *Milman* was conclusive to shew that this was a "criminal matter," and that no appeal lay. At the same time they stated, with respect to the merits, that the appellant would not have got any benefit from his appeal. He was carrying on the business of a solicitor entirely for his own profit, and the way he did it was by taking half the damages recovered instead of taking the costs. It was, however, the same thing. —COUNSEL, *D. Warde*; *F. W. Hollams*. SOLICITORS, *G. W. Churchley*; *E. W. Williamson*.

GALLAND *v.* HALL—No. 1, 7th August.

SALE OF BANK SHARES—AUCTIONEER—CONDITIONS OF SALE—PAYMENT OF DEPOSIT—30 VICT. c. 29—ACTION TO RECOVER DEPOSIT.

Action to recover £162, money paid to the defendant by way of deposit. The defendant, an auctioneer, was instructed to sell by auction six shares in a joint-stock banking company. The shares not being sold, the plaintiff immediately afterwards agreed to purchase them through the defendant for £270 a share, subject to the conditions of sale, the purchase to be completed by a certain date. The plaintiff paid a deposit of £10 per cent., being £162, to the defendant in part payment of the purchase-money, and, by condition 7, if the purchaser refused or neglected to comply with the above conditions, or any of them (as to completion), the deposit-money should be absolutely forfeited to the vendor. The contract did not contain the registered numbers of the shares, in accordance with 30 Vict. c. 29, s. 1, and the plaintiff, on the ground that the contract was void under that statute, claimed to recover back the deposit from the defendant. The defendant pleaded that the vendor was always ready and willing to transfer the shares to the plaintiff, but the plaintiff refused to complete the purchase, and the deposit thereby became forfeited to the vendor. He also pleaded that he had paid over the deposit before the plaintiff repudiated the contract and claimed the return of the deposit. Day, J., gave judgment for the defendant.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) affirmed this judgment. Lord ESHER, M.R., said that, as between the plaintiff and the defendant, the plaintiff paid the deposit upon the terms of the conditions of sale. The agreement between them was to be found in the conditions. The authority given to the defendant was to pay the deposit to the vendor if the plaintiff refused to complete the purchase. The vendor was willing to transfer the shares and complete. The plaintiff refused to complete, and so the event happened which authorized the defendant to pay the deposit to the vendor. The contract of sale might have been void under 30 Vict. c. 29, but the contract with the defendant was not affected by that. The defendant simply followed the authority given to him, and the action therefore failed. The case was very similar to *Bridger* v. *Savage* (33 W. R. 891, 15 Q. B. D. 363), a decision under the Gaming Act. LINDLEY, L.J., concurred. The contract of sale was not illegal, but only void. Like a contract void under the Gaming Act, it was void as made without consideration: *Fitch* v. *Jones* (3 W. R. 507, 5 E. & B. 238). The contract with the defendant, that if the plaintiff refused to complete the deposit should be forfeited to the vendor, was not void, and there was nothing in 30 Vict. c. 29 to affect that contract. The condition was a valid one, and the event happened upon which the money was to be handed over. BOWEN, L.J., concurred.—COUNSEL, *Tindal Atkinson* and *H. Robertson*; *Gwynne James* and *Cracroft*. SOLICITORS, *Lidiard & Co.*; *Stileman, Neate, & Toynbee*, for *Toynbee, Larken, & Toynbee*, Lincoln.

Re DAVIS, DAVIS *v.* GALMOYE—No. 2, 11th August.

PRACTICE—LEAVE TO ISSUE WRIT OF ATTACHMENT—APPLICATION IN CHAMBERS—JUDICATURE ACT, 1873, s. 39—R. S. C., 1883, XLIV., 2.

This was an appeal from an order made by North, J., giving leave to

the plaintiffs to issue a writ of attachment against one of the defendants for his contempt in not having paid into court, in pursuance of a previous order, a sum of money in his possession or under his control, as a trustee or person acting in a fiduciary capacity, within the meaning of section 4 (3) of the Debtors Act, 1869. The order was made by North, J., in chambers, and one of the objections taken on the hearing of the appeal was that such an order could only be properly made by a judge in open court. The objection had not been taken on the original hearing, and for this reason.

THE COURT (COTTON and FRY, L.JJ.) held that the defendant was not entitled to raise it upon the appeal; but COTTON, L.J., said that according to the practice in the Chancery Division applications in chambers were brought, in the first instance, before the chief clerk, and could then be adjourned to the judge. An application for leave to issue a writ of attachment could properly be dealt with only by the judge personally, and it was better that it should be dealt with in open court. FRY, L.J., concurred. [In *Jalm Kyrburg* v. *Posnanski* (28 SOLICITORS' JOURNAL, 560, 13 Q. B. D. 218) it was held by Huddleston, B., and Grove, J. (Day, J., dissenting) that a judge at chambers has power to give leave to issue a writ of attachment; but in the Queen's Bench Division orders in chambers are made by the judge in person.]—COUNSEL, *Oswald; Upjohn.* SOLICITORS, *Galmoye & Co.; Watson, Son, & Room.*

KEITH *v.* DAY—No. 2, 10th August.

MORTGAGE—FORECLOSURE ACTION—ORDER FOR DELIVERY OF POSSESSION—R. S. C., 1883, XVIII., 2.

This was an appeal from a decision of North, J. (*ante*, p. 679). The question was whether the plaintiff, in a foreclosure action, commenced by originating summons, which asked for an order for delivery of possession, could obtain such an order upon a motion after he had obtained an absolute order for foreclosure, he not having asked for an order for delivery of possession either when the judgment in the action was given or when the foreclosure was made absolute. North, J., held that he had power to make an order for delivery of possession upon the motion, the summons having asked for the order.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., did not think it was necessary that the order for delivery of possession should be made when the order *nisi* for foreclosure was made. He thought that rule 2 did not limit the power in that way. The fact that the plaintiff did not apply for an order for delivery of possession at the time was not a sufficient reason for putting him to the expense of bringing a fresh action of ejectment. It was true the language of the two provisoes to rule 2 differed. But the second proviso applied to a redemption action, in which case, if the plaintiff failed to redeem, his action was dismissed. That difference in language ought not to prevent the court from giving its fair meaning to the first proviso.—COUNSEL, *Charles Church; W. Freeman.* SOLICITORS, *Blake, Heseltine, & Co.; H. G. Church.*

Re MORGAN, OWEN *v.* MORGAN—No. 2, 8th August.

PRACTICE—DISCOVERY—INTERROGATORIES—RELEVANCY—R. S. C., 1883, XXXI., 1.

A question arose in this case as to the relevancy of an interrogatory. The action was brought by the administrators of a wife against the executor of her husband, claiming payment out of the husband's estate of certain sums of money which the plaintiffs alleged that he had received in trust for the separate use of the wife. By his statement of defence the defendant denied that the husband had ever received the moneys in question, and said that, if he had received them, he had not received them upon any trust. The defendant also alleged, in the alternative, that, if the moneys had been received by the husband, they had been repaid to the wife, or that she had made a gift of them to the husband. The plaintiffs delivered, for the examination of the defendant, an interrogatory which asked whether the defendant was not the solicitor or agent of the husband from the time of his marriage until his death; whether he did not reside with him for many years; whether the defendant did not act as the confidential agent of the husband with respect to all his property; whether he did not conduct the husband's correspondence and receive and pay all moneys on his behalf; and whether the defendant did not become acquainted with all the husband's affairs in his lifetime and manage them for him. The defendant objected to answer these questions, on the ground that they were irrelevant to the matters in issue in the action. North, J., held that they must be answered. Rule 1 of order 31 contains a proviso "that interrogatories which do not relate to any matters in question in the cause or matter shall be deemed irrelevant, notwithstanding that they might be admissible on the oral cross-examination of a witness."

THE COURT (COTTON, FRY, and LOPES, L.JJ.) reversed the decision, COTTON, L.J., differing from the opinion of the majority. COTTON, L.J., was at first disposed to think that the answers to the interrogatories could not be material at the trial, but on consideration he thought it would be material to shew that the defendant knew facts which might prove his defence to be unfounded. To exclude this interrogatory because it did not directly bear on the matters in issue would be to deprive discovery of its great benefit. FRY, L.J., was of opinion that the interrogatories ought not to be allowed. The proviso to rule 1 was intended to limit discovery to matters directly in issue in the action. The defendant's knowledge of his testator's affairs was not a matter in issue in the action; it was collateral, though it might be very important to the plaintiffs as evidence. LOPES, L.J., agreed with Fry, L.J. The information sought for related to collateral matters, and ought to be obtained only by means of oral examination.—COUNSEL, *Warmington*, Q.C., and *Upjohn; Cozens-Hardy*, Q.C., and *B. Eyre.* SOLICITORS, *Morgan, Son, & Upjohn; Crouch, Spencer, & Edwards.*

Re SOUTH LONDON FISH MARKET CO.—No. 2, 7th August.

COMPANY—WINDING UP—UNREGISTERED COMPANY—DIRECTORS—QUALIFICATION—COMPANIES ACT, 1862, s. 199.

This was an appeal by the above company from a winding-up order made by Kay, J. (*ante*, p. 542), the question being whether there was jurisdiction to wind up the company under section 199 of the Companies Act, 1862, as an unregistered company of more than seven members, and this depended on the question whether a director of a company was at liberty to part with his qualification shares and so escape liability when the company came to be wound up. The petitioners were judgment creditors of the company, which was an unregistered company incorporated by a special Act of Parliament. By section 4 eight persons by name, who subscribed to the undertaking, were, together with all subsequent subscribers thereto, incorporated by the name of "The South London Fish Market Company." Section 17 required that the qualification of a director should be the possession, in his own right, of not less than forty shares. By section 19 Mr. Plimsoll, one of the eight subscribers, and the seven other subscribers were appointed the first directors of the company, to continue in office until the first ordinary meeting after the passing of the Act. Section 40 provided that the costs, charges, and expenses preliminary to and of and incidental to the passing of the Act should be paid by the company. In June, 1887, the petitioners commenced an action against the company, and, on the 21st of March, 1888, they recovered judgment against the company in that action for the debt in respect of which this petition was presented. The company's minute-book shewed that the first meeting of the company was held—Plimsoll being in the chair—on the 19th of July, 1887—that is, after the action by the petitioners had commenced and while it was pending. Immediately afterwards a meeting of the directors was held at the offices of the company, and the directors then proceeded to allot to themselves the forty qualification shares required by the Act to be held by each. A call of £5 per share was paid on the following day, but Spencer, one of the directors, paid up the full amount of his shares—£1,000—in cash. The next day, the 21st of July, another directors' meeting was held, Plimsoll being in the chair, at which the secretary reported that £2,400 had been received for calls, and a resolution was thereupon passed that this sum should be paid by the company on account of the costs, charges, and expenses preliminary to and of and incidental to the passing of the special Act, and for payment of which the company were liable under section 40 of the Act. On the same day that sum was handed to Plimsoll, and he and four other of the directors transferred their shares to Leigh, one of the directors named in the Act, in consideration of payments made by them to him. No other shares, beyond the directors' qualification shares, were subscribed for. The petitioners, being unable to obtain payment of their judgment debt, presented this petition for the winding up of the company. It was contended that no winding-up order could be made, inasmuch as there were only three registered shareholders of the company, the other five having transferred their shares and ceased to be shareholders or directors; so that section 199, which requires, as a condition of winding up an unregistered company under the Act, that it shall consist of more than seven members, did not apply. Kay, J., held that the transfers by the directors of their qualification shares were invalid, and that, therefore, there were still eight members of the company, and that the company came within section 199. He accordingly made the usual compulsory winding-up order.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) affirmed the decision. In their opinion there had never been a "first ordinary meeting" of the company within the meaning of section 19 of the special Act. The meetings which had actually taken place were meetings of the directors themselves, and did not come within the words "first ordinary meeting." Consequently, as the first ordinary meeting had never been held, the eight persons continued in office as directors, according to the express provision of that section. In their lordships' opinion the directors had not got rid of their qualification shares. So long as they were directors they were bound to hold certain qualification shares. The first eight members of the company were, under the special Act, statutory corporators and statutory directors. The directors were by that Act either entirely prevented from transferring their shares; or, if that were not so, then, under section 19 of the Act, they still remained directors, and their number had not been reduced below the number—*i.e.*, seven—referred to in section 199 of the Companies Act, 1862.—COUNSEL, *Ince*, Q.C., and *Haldane; Marten*, Q.C., and *Edward Beaumont.* SOLICITORS, *C. & S. Harrison & Co.; Lowless & Co.*

Re COLEMAN, HENRY *v.* STRONG—No. 2, 10th August.

WILL — CONSTRUCTION — GIFT TO CHILDREN WHEN YOUNGEST CHILD ATTAINS TWENTY-ONE—DISCRETIONARY TRUST FOR MAINTENANCE, &c., IN MEANTIME—EFFECT OF ASSIGNMENT BY OBJECT OF TRUST.

The question in this case was as to the effect of an assignment made by one of the objects of a discretionary trust for maintenance, &c. Alfred Coleman, who died in May, 1880, by his will dated in August, 1875, gave the residue of his estate to trustees, upon trust to pay the income thereof to his wife during her widowhood, and, in the event of her death or second marriage, he directed his trustees to apply the income "in and towards the maintenance, education, and advancement of my children, in such manner as they shall deem most expedient, until the youngest of my said children shall attain the age of twenty-one, and, on his or her attaining that age, then I direct my trustees to distribute the whole of my said

estate between my said children, in such shares and proportions as my wife, if then living, shall by deed or will appoint, or, if dead, then equally between all my children then living." The testator left his wife and four children surviving him. The widow died in May, 1884. At that time two of the children had attained twenty-one; the other two were infants, and were still infants when this action was commenced. In April, 1886, J. S. Coleman, the eldest of the children, executed an absolute assignment to the plaintiff for value of "all and singular the part or share, and all the income, property, moneys, securities, estates, and interest to which the said J. S. Coleman was or is entitled to, or which he may at any time hereafter become entitled to, under the will of his father, or in any other manner howsoever by reason of his decease, and all stocks, funds, and securities in or upon which the same or any part thereof were or are, or is now, or shall or may at any time hereafter be invested, and all interest to become due in respect thereof." After the death of the widow the trustees applied the income for the benefit of the four children in equal shares. They paid one-fourth of the income to each of the two children who had attained twenty-one. In June, 1886, notice of the above assignment by J. S. Coleman was served on the trustees, and they were requested by him and by the plaintiff to pay one-fourth of the income thenceforth to the plaintiff. The trustees, after the receipt of this notice, declined to make any further payment in respect of J. S. Coleman's share without the direction of the court, and the plaintiff commenced this action by originating summons, asking a declaration whether the gift of capital to the testator's children was contingent on their being alive at the period of distribution, and whether J. S. Coleman had any, and what, interest in the income which passed by the above assignment to the plaintiff. North, J., made a declaration that no child of the testator was entitled, prior to the time when the youngest should attain twenty-one, to the payment of, or had a transmissible interest in, one-fourth share, or any part of the income of the residue of the testator's estate, or the proceeds thereof, and that the plaintiff had no claim, present or future, prior to that event against the trustees of the will for income, and that the trustees were entitled to apply the income for the benefit and maintenance of the children, including J. S. Coleman, at their absolute discretion.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) varied the order; the form of order being settled by FRY, L.J., as follows:—"Declare that no child is entitled, prior to the attainment of twenty-one by the youngest of the testator's children, to the payment of any part of the income of the testator's residuary estate, and that the trustees are entitled to apply the income for the maintenance, education, or advancement of the testator's children, including J. S. Coleman, in their absolute discretion, and that the plaintiff is entitled to no interest in the said income, except such moneys or property (if any) as may be paid or delivered, or appropriated for payment or delivery, by the trustees to the said J. S. Coleman." COTTON, L.J., said that the trustees could clearly apply the income unequally among the children. There was an absolute discretion given to the trustees as to the application of the income, and, if they exercised the discretion honestly and fairly, they could deprive one of the children entirely; but, if they were applying any part of the income for the benefit of a child, that was capable of being assigned. If the trustees appropriated money or goods, such as clothing, to a child, his assignee would take that which was so appropriated; but if the trustees paid for food supplied to the child, the assignee would take no interest. FRY and LOPES, L.JJ., concurred.—COUNSEL, *Everitt*, Q.C., and *E. Clayton*; *Decimus Sturges*; *J. R. Paget*. SOLICITORS, *Boulton, Sons, & Sandeman*; *A. W. W. Holt*.

HIGH COURT.—CHANCERY DIVISION.

Re TALBOT, KING *v.* CHICK—North, J., July 28.

ADMINISTRATION — INSOLVENT ESTATE — INTEREST ON DEBT — SECURED CREDITOR—JUDICATURE ACT, 1883, s. 10.

This was the further consideration of an action, brought by an equitable mortgagee by deposit of deeds, against the executrix of the deceased mortgagor (to whom his real estate was devised on trust for sale), and a tenant for life under his will of part of the real estate, to establish the mortgage; to take an account of what was due to the plaintiff; and to obtain a sale of the mortgaged property, and, if necessary, judgment for administration of the mortgagor's real and personal estate. At the trial judgment was given in accordance with the claim, the administration being limited to the personal estate of the mortgagor and his real estate other than the mortgaged estate. The chief clerk, by his certificate, found that the testator's personal estate was insufficient for the payment of his debts in full, and that the proceeds of the sale of the mortgaged estate, which had been paid into court, were not sufficient to pay what had been found due to the plaintiff for principal, interest, and costs, by virtue of his mortgage. The testator's estate being insolvent, the creditors, by virtue of section 10 of the Judicature Act, 1875, which applies the Bankruptcy Rules to the administration of insolvent estates of deceased persons by the Chancery Division, were not entitled to interest subsequently to the date of the administration judgment, but, as against the proceeds of his security, the plaintiff was entitled to all that he could get, and was entitled to apply the proceeds first in payment of interest down to the time when he was paid. It was contended that the plaintiff was not entitled to retain interest out of the proceeds of the security in such a way as to throw a larger amount of principal on the testator's assets, and thus, it was said, indirectly to obtain payment of interest subsequent to the date of the judgment out of the assets.

NORTH, J., held that the plaintiff was entitled to be paid by means of his security the amount due to him, including interest down to the present time (the proceeds of the security being applied first in payment of interest) and to prove against the testator's estate for any balance which might then remain due to him, but without interest thereon. If the interest due exceeded the proceeds of the security, the estate would get the benefit of this, and the plaintiff would lose some of his interest. If the proceeds of the security exactly equalled the interest due, the plaintiff was entitled to retain them. In the present case it appeared that the proceeds of the security exceeded the interest due, and the plaintiff would be entitled to prove against the estate for the balance of principal due to him. *Re Summers* (13 Ch. D. 136), which had been cited, did not apply. The amount of the proof could in no case be larger than the amount of principal due at the date of the administration judgment.—COUNSEL, *Quin*; *Swinfen Eady*. SOLICITORS, *W. T. Howard*; *Crossfield, Son, & Cusling*.

Re ARGUS LIFE ASSURANCE CO.—North, J., 3rd August.

LIFE ASSURANCE COMPANY—TRANSFER OF BUSINESS—RIGHTS OF POLICY-HOLDER—LIFE ASSURANCE COMPANIES ACTS, 1870—1872.

This was a petition under the Life Assurance Companies Acts, 1870—1872, to obtain the confirmation by the court of an agreement for the transfer of the business of the Argus Life Assurance Co. to the Imperial Life Assurance Co. The Argus Co. was established in 1834, but for some years it had been carrying on business only for the purpose of working out the then existing contracts, and during that time had issued no new policies. The affairs of the company had during that period been carried on with success, and the participating policy-holders had been receiving large bonuses, but the size of the business had now become such that it was thought it could not bear in future the expense of a separate management. The deed of settlement of the Argus Co. did not authorize a sale of its business; but there was power by extraordinary resolution duly confirmed to alter the provisions of the deed. Resolutions were passed to enable the company to enter into an agreement for the sale of the business, and an agreement was then entered into between the two companies, under which the Argus Co. were to pay in money and assets to the Imperial Co. a sum of about £322,000, leaving some surplus assets out of the insurance fund in their own hands, and the Imperial Co. were to become liable to satisfy all the liabilities of the Argus Co. and to indemnify them. The participating policy-holders of the Argus were to receive from the Imperial at the end of every quinquennial period a cash bonus of twenty per cent. on the sums paid for premium during the previous five years. There was also a provision giving the participating policy-holders whose policies should mature in the interval a bonus in respect of the period elapsed since the last division of profits. The agreement had been duly ratified by the shareholders of both companies, subject to confirmation by the court. The statutory notice had been sent to the policy-holders in the Argus Co., and all the formalities required by the court had been observed. Only one policy-holder dissented. On his behalf it was contended that the Argus Co., not having power when his policy was issued to sell their whole business, could not, as against him, by any alteration of their articles subsequently acquire such a power. Moreover, it would be inequitable to deprive him of his right to the contingent profits of the Argus business if carried on, and substitute the hard-and-fast scale of twenty per cent. on the future premiums paid. The dissentient policy-holder also objected that the company had in past years paid dividends exceeding four per cent. on the paid up and accumulated capital forming the guarantee fund, which, he said, was not authorized by the constitution of the company. He also objected to the mode in which the surplus of the insurance fund after paying the Imperial Co. was to be distributed.

NORTH, J., sanctioned the proposed transfer. He said that the last two objections, if there was any foundation for them, did not affect the question whether the sale should be confirmed, and the policy-holder had his remedy in another way. As to the objection that the handing over the assets and the carrying out of the sale was a breach of contract with the policy-holders, because, at the time when the policies were granted, the Argus Co. had no power to transfer its business, *Kearns* v. *Leaf* (2 H. & M. 682) was referred to—a case relating to a proposed amalgamation of the Argus Co. with the Eagle Co. Since that time the position of the Argus Co. had been completely altered. They had not then power to sell their business. They had now altered their deed of settlement, and had acquired a power enabling them to carry out the sale, subject, of course, to the provisions of the Act. But it was said that the policies were effected by the dissentient policy-holder when the company had not the power, and that they could do nothing afterwards which would put him in a different position. That point was entirely disposed of by the Court of Appeal in *Doman's case* (3 Ch. D. 21). That was the case of a shareholder, but the law as to the position of policy-holders was argued and disposed of, and it came to this: that a company which had not power to dispose of its business, but had power to alter its regulations, could acquire such a power. In the present case the policies are made expressly subject to the deed of settlement, which contained a power to alter its terms. With regard to the other objection, that the position of the policy-holders as to bonus was altered, his lordship did not think there was such material difference as to prevent the court from confirming the scheme.—COUNSEL, *Cookson-Crackanthorpe*, Q.C., and *W. G. Robinson*; *Cozens-Hardy*, Q.C., and *D. Jones*; *Maidlow*; *Napier Higgins*, Q.C., and *Grosvenor-Woods*. SOLICITORS, *S. W. Johnson & Son*; *Oliver & Sons*; *Dawes & Son*; *Pedley & Bartlett*.

Re BARROW HÆMATITE STEEL CO.—North, J., 9th August.

COMPANY—REDUCTION OF CAPITAL—CONFIRMATION BY COURT—PREFERENCE SHARES—DISCRETION—COMPANIES ACT, 1867, s. 11.

This was a petition for the confirmation by the court of a special resolution

for the reduction of the capital of the company, and questions were raised as to the power of a company to reduce its capital so as to affect the rights of preference shareholders. The company was formed in 1864. The articles of association (clause 41) gave power to the directors, with the sanction of a special resolution of the company, from time to time to increase the capital by the issue of new shares, which, by clause 42, were to be offered to the members in proportion to the existing shares held by them. By clause 43, "Any capital raised by the creation of new shares shall be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls, &c., as if it had been part of the original capital, except that it shall be lawful for the company in general meeting, by special resolution, to direct that the new shares shall have such priority in respect of dividends as it shall deem expedient." The articles contained no power to reduce the capital of the company. In 1872 special resolutions were passed authorizing the directors "to issue preference shares to the amount of £37,700, bearing interest at eight per cent. per annum in perpetuity," for the purpose of carrying out an arrangement for the purchase of some property. The shares were to be issued to the vendors of the property in payment of the purchase-money. The resolutions also provided that "the holders of the preference shares shall be entitled to attend the general meetings of the company, but they shall not be entitled in virtue of such shares to vote, or to interfere in any way in the company's proceedings." In 1876 special resolutions were passed to increase the capital "by the addition thereto of 50,000 preference shares of £10 each, entitling the holders to a fixed dividend of 6 per cent. per annum on the amount for the time being paid up in respect of such shares." The holders of the new preference shares were to be entitled to a dividend thereon "only after the payment of the interest from time to time payable in respect of the mortgage and bond or debenture debts of the company, and after payment of a dividend at the rate of eight per cent. per annum on the preference shares, amounting to £37,700," created in 1872. There was a similar provision, as in the case of the first preference shares, that the holders of the new preference shares should not be entitled to vote or interfere in any way in the company's proceedings. The shares were all fully paid up. In April, 1885, a special resolution was passed to add to the articles of association a clause providing that "the directors may from time to time, with the sanction of a special resolution of the company, reduce the capital of the company by cancelling lost capital, or capital unrepresented by available assets, or by paying off any capital which may be in excess of the wants of the company, or by cancelling shares which, at the date of passing such resolution, have not been taken or agreed to be taken by any person, or by any other lawful means, and either with or without extinguishing or diminishing the liability remaining on the shares of the company." In April, 1888, the company passed a special resolution:—"That the share capital of the company be reduced from £2,037,700, divided into 150,000 ordinary shares of £10 each, 377 £8 per cent. preference shares of £100 each, and 50,000 £6 per cent. preference shares of £10 each, to £1,528,275, divided into 150,000 ordinary shares of £7 10s. each, 377 £8 per cent. preference shares of £75 each, and 50,000 £6 per cent. preference shares of £7 10s. each; and that such reduction be effected by cancelling capital which has been lost, or is unrepresented by available assets, to the extent of £2 10s. per share upon each of the 150,000 ordinary shares, £25 per share upon each of the £8 per cent. preference shares, and £2 10s. per share upon each of the 50,000 £6 per cent. preference shares which have been issued and are now outstanding, and by reducing the nominal amount of all the ordinary shares from £10 to £7 10s. each, and of all the £8 per cent. preference shares from £100 to £75 each, and of all the £6 per cent. preference shares from £10 to £7 10s. each." For the confirmation of this resolution the petition was presented. The petition was opposed by some of the preference shareholders, and it was contended on their behalf that under the Act, or at any rate under the terms of the contract with them, there was no power to reduce the amount of the preference shares, and that in any event the amount of the dividend payable upon them could not be diminished.

NORTH, J., overruled the objections, and confirmed the motion. He said that the persons who agreed to accept the first preference shares elected to take them for better or for worse. It seemed to him they were in exactly the same position as if they had sold their interest for money, and immediately afterwards purchased the shares with the money. In his opinion there was nothing in the Act to make it necessary that a reduction should be on all shares equally, or, if the shares were of different amounts, rateably. There was nothing in the Act to prevent a reduction on some shares and none on others. It seemed to him that the rule to be adopted in apportioning the reductions was that the loss sustained should be borne by the shares in the ratio in which a loss ought to fall. If, under the contract between the shareholders, some shares were primarily liable to bear a loss, those shares were to be reduced first. If, on the other hand, all were to bear a loss rateably, the shares ought to be reduced rateably. *Primâ facie* a loss was to be borne rateably, and the reduction was to be made rateably unless there was some provision to the contrary. His lordship referred to *Guinness* v. *Land Corporation of Ireland* (22 Ch. D. 549), and *Bannatyne* v. *Direct Spanish Telegraph Co.* (34 Ch. D. 287, 31 SOLICITORS' JOURNAL, 76). Upon the construction of the articles and the resolutions on the terms of which the preference shares were issued, he came to the conclusion that the preference shares were equally liable with the other shares to bear a loss, and that there was no distinction in principle between the first and the second preference shareholders. In *Bannatyne* v. *Direct Spanish Telegraph Co.* the articles did, at the time when the preference shares were issued, contain a power to reduce the capital of the company. But he did not find anything in that case to shew that the decision would have been otherwise if there had not been at that time such a power, and Cotton, L.J., used language which was inconsistent with that notion. *Doman's case* (3 Ch. D. 21) was an authority to the same effect. He thought that the preference shareholders took their shares knowing that, under the Act of 1867, they could be reduced, if the company, by special resolution, should alter the articles by inserting a power to reduce the capital, and that the fact that the power was introduced after the issue of the shares made no difference. It was said that there was another distinction between this case and *Bannatyne* v. *Direct Spanish Telegraph Co.*, inasmuch as in that case the preference shareholders had a voice in the management of the company, and in the present case they had not. But that was part of their bargain. It was argued that under section 11 of Act the court had a discretion, and it ought not to exercise its discretion in favour of the resolutions. There was no doubt a discretion, but the judge ought not to follow any opinion of his own independently of that which ought to guide him judicially. He ought to see that nothing unfair or unjust was being done. In the present case he could not see that what had been done was in any way inequitable or unfair, and a majority of the preference shareholders themselves approved the reduction.—COUNSEL, *Sir Horace Davey*, Q.C., and *Farwell*; *Rigby*, Q.C., and *Chadwyck-Healey*. SOLICITORS, *Currey, Holland, & Currey*; *Beale & Co.*

Re CRAWSHAY, DENNIS *v.* CRAWSHAY—North, J., 10th August.

ADMINISTRATION—SCHEME—SALE OF ESTATE TO COMPANY IN CONSIDERATION OF SHARES AND DEBENTURES—SANCTION OF COURT—JURISDICTION.

This was a petition asking the sanction of the court to a proposed arrangement for winding up a long outstanding estate, which comprised a large amount of property difficult in its nature to manage. The testator left a large estate consisting to a great extent of coal and other mines and ironworks. He had been engaged in two separate partnerships with his sons. The estate has been for some years in the course of liquidation under an administration order. A scheme had been prepared for the sale of the greater part of the estate to a limited company to be formed, shares and debentures of which were to be allotted to the persons beneficially interested in certain proportions. The will contained ample powers of investment, which authorized investment in the shares and debentures of incorporated companies.

NORTH, J., held that he had no jurisdiction to sanction a scheme by which substantially the whole of the testator's property was to be handed over to a joint-stock company in exchange for shares and debentures.—COUNSEL, *Cookson-Crackanthorpe*, Q.C., and *Fellows*; *Everitt*, Q.C., and *Blakeley*; *Phipson Beale*, Q.C., and *Leonard Field*; *Cozens-Hardy*, Q.C., and *Townsend*; *Curtis Price*; *Warrington*; *Christopher James*; *Rowden*; *G. T. Millar*. SOLICITORS, *Cookson, Wainwright, & Co.*; *Carlisle, Unna, & Rider*; *Field, Roscoe, & Co.*; *Frederick Taylor*; *Wilkins, Blyth, & Dutton*; *E. Bromley*; *Harford & Taylor*; *Tamplin, Tayler, & Joseph*; *Ashurst, Morris, & Co.*

BANKRUPTCY CASES.

Ex parte OFFICIAL RECEIVER, *Re* EMERY—C. A. No. 1, 20th July.

BILL OF SALE—RE-REGISTRATION—BILL OF SALE EXECUTED FIVE YEARS BEFORE COMMENCEMENT OF BILLS OF SALE ACT, 1878—BILLS OF SALE ACT, 1878, ss. 11, 14, 23.

A question arose in this case as to the re-registration of a bill of sale, which was executed in 1857, when the Bills of Sale Act, 1854, was in force, and it was registered under that Act, but the registration was not renewed as required by section 4 of the Bills of Sale Act, 1866, and consequently, before the passing of the Bills of Sale Act, 1878, the deed had become void under the Act of 1866 for want of re-registration. In 1881, after the passing of the Bills of Sale Act, 1878, leave was obtained from a judge in chambers to re-register the deed, and this was done, and it was again re-registered in 1886. The Bills of Sale Act, 1878, provided, by section 11, that: "The registration of a bill of sale, whether executed before or after the commencement of this Act, must be renewed once at least every five years, and, if a period of five years elapses from the registration or renewed registration of a bill of sale without a renewal or further renewal (as the case may be), the registration shall become void." By section 14: "Any judge of the High Court of Justice, on being satisfied that the omission to register a bill of sale or an affidavit of renewal thereof within the time prescribed by this Act, or the omission or mis-statement of the name, residence, or occupation of any person was accidental or due to inadvertence, may, in his discretion, order such omission or mis-statement to be rectified by the insertion in the register of the true name, residence, or occupation, or by extending the time for such registration on such terms and conditions (if any) as to security, notice by advertisement or otherwise, or as to any other matter, as he thinks fit to direct." By section 23: "From and after the commencement of this Act, the Bills of Sale Act, 1854, and the Bills of Sale Act, 1866, shall be repealed: Provided that (except as is herein expressly mentioned with respect to construction and with respect to renewal of registration) nothing in this Act shall affect any bill of sale executed before the commencement of this Act, and as regards bills of sale so executed the Acts hereby repealed shall continue in force." In *Askew* v. *Lewis* (10 Q. B. D. 477) it was held by Cave, J., that a bill of sale, the time for re-registering which had expired before the passing of the Bills of Sale Act, 1878, could not be re-registered under that Act, and in the present case Cave, J., followed that decision, and, holding on the evidence that the chattels comprised in the deed were at the date of the bankruptcy in the possession or apparent possession of the bankrupt, he decided that they belonged to the trustee in the bankruptcy.

THE COURT OF APPEAL (LORD ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) affirmed the decision. Lord ESHER, M.R., said that he agreed with

the decision in *Askew* v. *Lewis*. In his opinion section 11 of the Bills of Sale Act, 1878, could not apply to bills of sale the registration of which was more than five years old at the time when that Act was passed. Section 14 applied only to bills of sale which were brought within the Act, and they could only be brought within the Act by section 11. Therefore, the case was not within section 14, and the proviso of exception contained in section 23 did not apply. Therefore, the deed of 1857 could not be re-registered, and it was void against the trustee in the bankruptcy. LINDLEY, L.J., said that when the Act of 1878 came into operation the deed was void as a bill of sale, and he thought that the re-registration was ineffectual to resuscitate it. He thought the decision in *Askew* v. *Lewis* was quite right. Section 14 was a proviso to and a qualification of section 11, and a bill of sale which could not be registered under section 11 could not be re-registered under section 14. BOWEN, L.J., concurred.—COUNSEL, *Reid*, Q.C., and *S. H. Leonard*; *Sidney Woolf*. SOLICITORS, *A. M. Bramall*; *J. W. Sykes*.

Ex parte JONES, *Re* MARKS—C. A. No. 1, 20th July.

BANKRUPTCY—DISCHARGE OF BANKRUPT—CONDITION—UNDISCHARGED BANKRUPT UNDER BANKRUPTCY ACT, 1869—BANKRUPTCY ACT, 1869, s. 54—BANKRUPTCY (DISCHARGE AND CLOSURE) ACT, 1887, ss. 2, 3.

A question arose in this case as to the power of the court, under the Bankruptcy (Discharge and Closure) Act, 1887, to annex a condition to an order of discharge granted to a bankrupt, who was adjudicated bankrupt under the Bankruptcy Act, 1869, but who had not obtained an order of discharge at the date of the passing of the Act of 1887. Section 54 of the Bankruptcy Act, 1869, provided that, "Where a person who has been made bankrupt has not obtained his discharge, then, from and after the close of his bankruptcy, the following consequences shall ensue:—(1) No portion of a debt provable under the bankruptcy shall be enforced against the property of the person so made bankrupt until the expiration of three years from the close of the bankruptcy, and during that time, if he pay to his creditors such additional sum as will, with the dividend paid out of his property during the bankruptcy, make up ten shillings in the pound, he shall be entitled to an order of discharge in the same manner as if a dividend of ten shillings in the pound had originally been paid out of his property. (2) At the expiration of a period of three years from the close of the bankruptcy, if the debtor made bankrupt has not obtained an order of discharge, any balance remaining unpaid in respect of any debt proved in such bankruptcy (but without interest in the meantime) shall be deemed to be a subsisting debt in the nature of a judgment debt, and, subject to the rights of any persons who have become creditors of the debtor since the close of his bankruptcy, may be enforced against any property of the debtor, with the sanction of the court." Section 3 of the Bankruptcy (Discharge and Closure) Act, 1887, provides that every bankruptcy under the Bankruptcy Act, 1869, which is pending on the 31st of December, 1887, "shall, by virtue of this Act, be closed on that day, unless the court otherwise orders." Section 2 (sub-section 1) provides that a debtor who has been adjudged bankrupt under the Bankruptcy Act, 1869, and who has not obtained his discharge, may apply to the court for an order of discharge, and (sub-section 3) the court may grant an order of discharge, "subject to any conditions with respect to any earnings or income which may afterwards become due to the debtor, or with respect to his after-acquired property." By sub-section 4, "The court may, as one of the conditions referred to in this section, require the debtor to consent to judgment being entered against him in the court having jurisdiction in the bankruptcy or liquidation by the official receiver of the court, or the trustee or assignee in the bankruptcy or liquidation, for any balance of the debts provable under the bankruptcy or liquidation which is not satisfied at the date of the discharge, or for such sum as the court shall think fit, but in such case execution shall not be issued on the judgment without the leave of the court, which leave may be given on proof that the debtor has, since his discharge, acquired property or income available for payment of his debts." After the passing of the Act of 1887 the undischarged bankrupt applied to the court for an order of discharge, and the registrar granted an order of discharge subject to the condition contained in sub-section 4 of section 2 of the Act of 1887. On the appeal it was argued that the imposition of such a condition was inconsistent with the provisions of section 54 of the Act of 1869.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) affirmed the decision. LINDLEY, L.J., said that section 54 assumed that the bankrupt had not obtained his discharge. In the present case the bankrupt applied under the Act of 1887 for his discharge, and he had obtained it. The moment he had done so there was an end of section 54, which dealt with undischarged bankrupts. The order of discharge protected the bankrupt from the creditors who, under section 54, could have enforced their claims against him as judgment creditors, and substituted for them one judgment creditor—the official receiver or the trustee. There was no inconsistency between section 2 of the Act of 1887 and section 54 of the Act of 1869. Lord ESHER, M.R., and BOWEN, L.J., concurred.—COUNSEL, *Herbert Reed*; *F. Cooper Willis*. SOLICITORS, *Le Voi*; *Lewis & Churchman*.

Ex parte GUEST, *Re* RUSSELL—C. A. No. 1, 10th August.

BANKRUPTCY—BANKRUPTCY NOTICE—JUDGMENT DEBT—JUDGE'S ORDER BY CONSENT—OMISSION TO FILE ORDER—DEBTORS ACT, 1869, s. 27.

The question in this case was as to the validity of a bankruptcy notice issued by a judgment creditor against the judgment debtor. The judgment had been signed in pursuance of a judge's order made by consent, but the creditor had omitted to file the order in accordance with section 27 of the Debtors Act, 1869, which provides that, if such an order is no filed, the judgment signed in pursuance of it shall be void. The debtor applied to Mr. Registrar Linklater to set aside the notice on the ground that the consent order had not been filed. The registrar, on the authority of *Gowan* v. *Wright* (18 Q. B. D. 201, 31 SOLICITORS' JOURNAL, 141), refused the application. In that case it was decided that the effect of non-compliance with the requirements of section 27 is only to render such a judgment void against the creditors of the debtor and not against the debtor himself, and that therefore a debtor who had consented to such an order could not afterwards have the judgment set aside on the ground that the order had not been filed. The debtor appealed. It was contended that, when a bankruptcy notice was issued on such a judgment, the notice ought, in the interest of the creditors, to be set aside, even though the debtor himself could not set aside the judgment.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) affirmed the decision. Lord ESHER, M.R., said that it had been held in *Gowan* v. *Wright* that, as between the judgment creditor and the judgment debtor, the non-filing of the order did not make judgment void; but, as between those persons, the judgment was effective for all purposes. Execution issued on such a judgment would clearly be good. The debtor was now applying to get rid of the effect of the judgment, and *Gowan* v. *Wright* had decided that he could not do this. As between the debtor and the creditor the judgment was valid, and it would constitute a good petitioning creditor's debt in bankruptcy. It was said that it might injure other creditors or judgment creditors of the debtor. There was no evidence of the existence of any other creditors; none had come forward. In a bankruptcy the judgment would not injure other creditors, the judgment debtor could gain no priority over them. He could only prove from the debt. The debtor was really trying to make the judgment ineffective on his own behalf. None of the other creditors had appeared. Probably they preferred that the debtor should be made a bankrupt. The case came within the direct words of the decision in *Gowan* v. *Wright*, and the logical consequence of that decision was that the judgment was good for the purpose of founding a bankruptcy notice upon it. It was only in the case of competition with other creditors that the non-filing of the consent order was material. LINDLEY, L.J., said that in *Gowan* v. *Wright* it was held that, notwithstanding the use of the word "void" in section 27, the judgment, if the order was not filed, was void only against other creditors and not against the debtor. The logical result was, that the judgment could be enforced against the debtor in any way in which judgments might be enforced, including a bankruptcy notice. BOWEN, L.J., concurred. Leave to appeal to the House of Lords was refused.—COUNSEL, *Digby Seymour*, Q.C., and *R. Vaughan Williams*; *Archibald*. SOLICITORS, *J. Dillon Lewis*; *Tucker & Lake*.

CASE BEFORE THE VACATION JUDGE.

Re POWDER RIVER CATTLE CO. (LIM.)—Denman, J., 15th August.

VACATION BUSINESS—URGENCY.

This was a motion on behalf of the liquidator of the company, asking for an order to compel Mr. Morton Frewen to execute a conveyance of certain property in Johnson County, Wyoming, to the company.

DENMAN, J., said that it was an attempt to use the Vacation Judge for a purpose for which he was not intended. He ordered the motion to stand over to the Michaelmas Sittings, and reserved the costs.—COUNSEL, *Marten*, Q.C., and *Herbert Brown*; *Percy F. Wheeler* and *Charles Macnaghten*. SOLICITORS, *Stibbard, Gibson, & Co.*; *Spencer Whitehead*.

LEGAL NEWS.

OBITUARY.

Mr. HENRY CADOGAN ROTHERY, late Wreck Commissioner, died on the 2nd inst., in his seventy-first year. Mr. Rothery was born in 1818. He was educated at St. John's College, Cambridge, where he graduated as a wrangler in 1840. For about ten years he practised as a proctor in Doctor's-common, and he was an examiner in Admiralty. In 1856 he was appointed by the late Dr. Lushington to the office of Registrar of the Court of Admiralty, and he shortly afterwards became Registrar of the Privy Council in Admiralty and Ecclesiastical Appeals. In 1860 he was appointed legal adviser to the Privy Council upon slave trade questions, and on the passing of the Merchant Shipping Act, 1876, he received the appointment of Wreck Commissioner. He held that office for twelve years, and resigned about a month ago on account of failing health. Mr. Rothery had on several occasions rendered important public services. He drafted the Admiralty Court Rules under the Court of Admiralty Act. At the commencement of the Crimean War he prepared a report on prize money and admiralty *droits*, which was acted upon by the Court of Admiralty in a series of prize decisions. In 1870 he was consulted by Lord Clarendon as to certain claims by the Brazilian Government against this country, and reduced them to about £5,000 after £200,000 had been offered in settlement. He also prepared an elaborate return of ecclesiastical cases heard before the Court of Delegates. At the sitting of the Judicial Committee of the Privy Council on Friday, the 3rd inst., the Lord Chancellor expressed the sorrow of their lordships on hearing the news of Mr. Rothery's death. Mr. Rothery was buried at Woking Cemetery on the 7th inst.

Mr. JOSEPH FRANCIS KINGDON, solicitor (of the firm of Kingdon &

Severne), of Wirksworth, died on the 28th ult., after a long illness, at the age of seventy-two. Mr. Kingdon was born in 1816. He was admitted a solicitor in 1839, and for about thirty years he had carried on an extensive practice at Wirksworth, in partnership with Mr. Arthur De Milt Severne. He had been clerk to the Wirksworth Local Board ever since its formation, and he became registrar of the Wirksworth County Court (Circuit No. 19) in 1882. He was also clerk to the county magistrates at Wirksworth, and secretary to the Wirksworth Town Hall Co. Mr. Kingdon was a perpetual commissioner for Derbyshire, and he was for many years Conservative registration agent for the Wirksworth District. He leaves a widow, but no family. Mr. Kingdon was buried at the Wirksworth Cemetery on the 2nd inst.

Sir William Westbrooke Burton, Knt., died at 54, Chepstow-villas, Bayswater, on the 6th inst., at the age of ninety-four. Sir W. Burton was the son of Mr. Edmund Burton, of Daventry, and was born in 1794. In early life he served as a midshipman in the Royal Navy, and he took part in the attack upon New Orleans in 1814 He was called to the bar at the Middle Temple in Michaelmas Term, 1824. He practised on the Midland Circuit, and he was for a short time Recorder of the borough of Daventry. He was a puisne judge of the Supreme Court of the Cape Colony from 1828 till 1833, a puisne judge of the Supreme Court of New South Wales from 1833 till 1844, and a puisne judge of the Supreme Court at Madras from 1844 till 1857. He afterwards returned to Australia, and he was President of the Legislative Council of New South Wales from 1858 till 1862. He received the honour of knighthood in 1844 Sir W. Burton was married, first, in 1827 to the daughter of Mr. Henry Smith, and, secondly, in 1849 to the daughter of Mr. John Beatty West.

APPOINTMENTS.

Mr. William Crouch, solicitor, of Aylesbury, has been appointed by the Duke of Buckingham, Lord-Lieutenant of Buckinghamshire, to the office of Clerk of the Peace for that county, vacant by the resignation of Mr. Edward Robert Baynes. Mr. Crouch was admitted a solicitor in 1877. He is deputy-coroner for the Aylesbury district of Buckinghamshire, and clerk to the magistrates and the Commissioners of Taxes for the Ashenden division of the county.

Mr. James Gault, barrister, has been appointed Professor of Commerce and Commercial Law at King's College, London, in succession to the late Mr. Leone Levi. Mr. Gault was educated at King's College, London. He was called to the bar at the Middle Temple in January, 1887.

Mr. Arthur Edward Bromehead Soulby, solicitor, of Malton and Pickering, has been appointed Clerk to the Huttons Ambo School Board. Mr. Soulby was admitted a solicitor in 1885.

Mr. George Henry Hunt, solicitor, of Hanley and Newcastle-under-Lyme, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Charles Edward Salmon, solicitor, of Bury St. Edmunds, has been appointed Deputy Town Clerk of that borough. Mr. Salmon is the son of Mr. William Salmon, town clerk of Bury St. Edmunds. He was admitted a solicitor in 1866, and he is clerk to the magistrates for the Blackbourn division of the county of Suffolk.

Mr. Arthur Rollit, solicitor, of Mark-lane, and of Hull, has been appointed a Deputy-Lieutenant of the Tower Hamlets. Mr. Rollit is the son of Mr. John Rollit, solicitor, of Hull. He was admitted a solicitor in 1871, and he is in partnership with his elder brother, Sir Albert Kaye Rollit, LL.D., M.P. He is registrar of the Hull County Court and district registrar under the Judicature Act.

The Hon. William Henry Cross, barrister, who has been elected M.P. for the West Derby Division of the city of Liverpool in the Conservative interest, is the eldest son of Viscount Cross, and was born in 1856. He was educated at Rugby and at University College, Oxford, where he graduated second class in Classics in 1879. He was called to the bar at the Middle Temple in January, 1882, and he is a member of the Northern Circuit.

Mr. Lawson Niven Peregrine, barrister, has been appointed a District Commissioner for the Gold Coast Colony. Mr. Peregrine is the son of Dr. Thomas Peregrine, and was born in 1861. He was called to the bar at the Middle Temple in July, 1886, and he has practised on the South-Eastern Circuit and at the Surrey Sessions.

Mr. Frederick William Hardman, LL.D., solicitor, of Deal, has been appointed Registrar of the Deal and Sandwich County Courts (Circuit No. 49). Mr. Hardman is LL.D. (Gold Medallist) of the University of London, and was admitted a solicitor in 1882, when he also obtained the Heelis Gold Medal.

Mr. Thomas Milnes Colmore, barrister, has been appointed Stipendiary Magistrate for the Borough of Birmingham, in succession to Mr. Thomas Clement Sneyd Kinnersley, resigned. Mr. Colmore is the eldest son of Mr. Thomas Colmore, of Sutton Coldfield, Warwickshire, and was born in 1845. He was educated at Brasenose College, Oxford. He was called to the bar at the Inner Temple in Hilary Term, 1869, and he has practised on the Midland Circuit, and at the Warwickshire, Birmingham, and Coventry Sessions. Mr. Colmore has acted as deputy for Mr. Kynnersley. He is a magistrate for Warwickshire, and he has been recorder of the borough of Warwick since 1882.

GENERAL.

According to *Kemp's Mercantile Gazette*, the number of failures in England and Wales gazetted during the week ending the 11th of August was 65. The number in the corresponding week of last year was 108, shewing a decrease of 43, being a net increase in 1888, to date, of 6.

Acknowledging the receipt of a pamphlet on "The Fusion of the Barrister and Solicitor Branches of the Legal Profession," by Mr. Joel Emanuel, solicitor, 27, Walbrook, Mr. Gladstone writes:—"My opinion on the important subject of your tract can only be of very small value, and there may be arguments against you of which I am ignorant, but I have never been able to approve of the present severance between barristers and solicitors, and I am totally unable to answer your arguments on the subject. I have had much intercourse with solicitors, both in London and in the country, and I have always considered the solicitors of high class to be amongst the most valuable members of society."

Sir James Hannen, Mr. Justice Day, and Mr. Justice A. L. Smith, the Commissioners appointed under the Special Commission Act, 1888, met on Wednesday morning at the Royal Courts of Justice, and decided that the inquiry should commence on the 16th of October, when the proceedings of the Commission will be opened. It was further decided to fix the 17th of September as the date before which all intermediary applications must be made by the parties concerned in the inquiry. The following order has been made by the Commissioners:—"We, the Commissioners appointed under the Special Commission Act, 1888, hereby appoint September 18, 1888, for the holding of a preliminary meeting under the said Commission to hear any application by any party entitled to attend before us under the said Act by their counsel, solicitors, or in person. This meeting will be held in Probate Court No. 1, Royal Courts of Justice, at 11 a.m. Applications for summonses or other proceedings to be made to the secretary.—James Hannen, John C. Day, A. L. Smith.—August 15, 1888."

WINDING UP NOTICES.

London Gazette.—Friday, Aug. 10.

JOINT STOCK COMPANIES.

Limited in Chancery.

Canadian Land and Emigration Co., Limited.—Creditors are required, on or before Nov 9, to send their names and addresses, and the particulars of their debts or claims, to Edward Joseph Halsey, 37, Royal Exchange Friday, Nov 23 at 12, is appointed for hearing and adjudicating upon the debts and claims

Great Grimsby Fish and Steam Trawling Co., Limited.—By an order made by North, J., dated July 31, it was ordered that the voluntary winding up of the company be continued. Lowless & Co., Martin's lane, solors for petner

Nevin United Granite Quarries (Carnarvonshire), Limited.—By an order made by North, J., dated Aug 2, it was ordered that the quarries be wound up. Corbin & Greener, Gresham st, solors for petner

Wildsmith's Patent Starch and Saccharine Co., Limited.—By an order made by North, J., dated July 31, it was ordered that the company be wound up. Bartlett, Arthur st West, solor for petners

FRIENDLY SOCIETIES DISSOLVED.

Good Samaritan Friendly Society, Free Library, Long st, Middleton, Manchester. Aug 3

London Gazette.—Tuesday, Aug. 14.

JOINT STOCK COMPANIES.

Limited in Chancery.

Consumers' Direct Fish Supply Association, Limited.—By an order made by North, J., dated Aug 4, it was ordered that the association be wound up. Rexworthy, Cheapside, solor for petner

Contract and Agency Corporation, Limited.—Petn for winding up, presented Aug 11, directed to be heard before Stirling, J., on Saturday, Oct 27. Solomon, Finsbury pavement, solor for petner

Cooper & Sons, Limited.—Petn for winding up, presented Aug 3, directed to be heard before the Vacation Judge on Wednesday, Aug 22. Kisbey, Cheapside, solor for petners

George Peice's Safe Lock and Engineering Co., Limited.—Stirling, J., has, by an order dated June 30, appointed Thomas Oswald Williams, 16, Bennett's hill, Birmingham, to be official liquidator. Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Tuesday, Oct 30 at 12, is appointed for hearing and adjudicating upon the debts and claims

Nevin United Granite Quarries (Carnarvonshire), Limited.—North, J., has, by an order dated Aug 2, appointed William Roger Caldwell Moore, 137, Palmerston bldgs, to be official liquidator. Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Oct 29 at 1, is appointed for hearing and adjudicating upon the debts and claims

North Carolina Estate Co., Limited.—By an order made by Chitty, J., dated July 28, it was ordered that the company be wound up. Smith, Lincoln's inn fields, agent for Spencer & Clarkson, Keighley, solors for petners

Stockton and Darlington Steam Tramways Co., Limited.—By an order made by Kay, J., dated Aug 3, it was ordered that the company be wound up. Sutter Parliament st, Westminster

Witwatersrand Gold Fields Syndicate, Limited.—By an order made by Kay, J., dated Aug 4, it was ordered that the voluntary winding up of the syndicate be continued. Myers, South sq, Gray's inn, solor for petners

Unlimited in Chancery.

Company of Proprietors of the Portsmouth and Arundel Navigation.—By an order made by North, J., dated Aug 4, it was ordered that the company be wound up. Pownall & Co., Staple inn, agents for Edgcombe & Co., Portsea, solors for petners

Conway Permanent Benefit Building Society.—By an order made by North, J., dated Aug 6, it was ordered that the society be wound up. Belfrage & Co., John st, Bedford row, agents for Chamberlain, Llandudno, solor for petner

Wenham Lake Ice Co.—By an order made by Chitty, J., dated Aug 4, it was ordered that the company be wound up. Attenborough, New inn

CREDITORS' NOTICES.
UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 10.

FOX, CHARLES, Cardiff, Builder. Oct 1. Fox v Merrils, Stirling, J. Merrils, Cardiff

GREEN, CHARLES MARTIN, Gosforth, Northumberland, Shipbroker. Sept 17. Garesfield Colliery v Ingledew, Chitty, J. Gibson, Newcastle upon Tyne

London Gazette.—TUESDAY, Aug. 14.

MURDIN JOHN GILBERT, Leicester, Clerk. Oct 1. Pratt v Murdin, Stirling, J. Shires, Leicester

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 31.

ALLEN, EBENEZER, Beulah rd, Walthamstow, Carpenter Sept 1. Miller, Tokenhouse bldgs

AUSTEN, THOMAS, Eridge Station Inn, Rotherfield, Sussex, Retired Innkeeper. Sept 1. Cripps & Son, Tunbridge Wells

BRACHER, REUBEN, Minster st, Redlands, Reading, Jeweller and Silversmith. Sept 28. Hoffman, Reading

BUCKLAND, ELIZABETH, Llandudno, Carnarvon. Sept 15. Munns & Longden, Old Jewry

BUDD, JANE, Wood st, Walthamstow. Aug 30. Houghtons & Byfield, Gracechurch street

COLE, SOPHIA FRANCES, Twickenham. Sept 3. Crawley & Co., Whitehall pl

COLVILL, SUSANNAH, Lena gdns, Hammersmith. Sept 15. Rooke & Sons, Lincoln's inn fields

CRAIG, SARAH, Liverpool. Sept 1. Bartley & Bird, Liverpool

EVRARD, VICTOR, Mark lane. Sept 1. Mason & Co, Gresham st

FLEMING, KATHERINE, Burton on Trent. Aug 17. Jennings & Co, Burton on Trent

GARDNER, TABITHA, Clifton villas, Camden Town. Sept 22. Stone & Co, Bath

GEORGE, General FREDERICK DARLEY, Hove, Brighton. Sept 7. Farrer & Co., Lincoln's inn fields

GIFFORD, JOSEPH, Barker's Hall, Thorpe le Soken, Builder and Farmer. Sept 29. Marshall & Potter, Colchester

GILES, Rev CHARLES WILLIAM, D.D, Milton Hall, nr Cambridge. October 1. Williamson & Co, Sherborne lane

GREGORY, WALTER VAN, Nottingham, Gent. Sept 10. Green & Williams, Nottingham

HAMMERSLEY, WILLIAM HENRY, Bridge House, Leek, Silk Dyer. Sept 30. Hacker & Allen, Leek

HETHERINGTON, ROBERT, Gateshead, Durham, Builder. Sept 8. Ryott, Gateshead

JACKSON, EMMA, Chatham grove, Withington. Oct 27. Andrew Orrell, Manchester

JENKIN, JOHN TREVILIAN, Swansea, Esq. Aug 31. Plews, Merthyr Tydfil

LIDDELL, Hon. and Rev. ROBERT, New Cavendish st, Clerk in Holy Orders. Sept 15. Bennett & Co., New sq

MAINE, CHARLES SUMNER, Westcott Heath, Dorking, Barrister. Sept 15. Gandell, Bedford row

MANTLE, GEORGE FREESTON, Broomfield villas, Palmer's Green, Leather Goods maker. Sept 12. Shearman, New inn

MUSTERS, JOHN CHAWORTH, Annesley Park, Nottingham, Esq. Sept 29. Freeth & Co, Nottingham

NALL, ANN, Park rd, Southport. Aug 7. Eccles & Dempster-Smith, Liverpool

PEARSE, CHARLOTTE, New King st, Bath. Sept 22. Stone & Co, Bath

PEASE, WILLIAM, Pontefract, Yorks. Oct 13. Sangster & Coleman, Pontefract

PLANT, CHARLES, Croxton, Eccleshall, Stafford, Gent. Oct 1. Cooper & Yates, Eccleshall

RANGER, WILLIAM GILL, Meadowcroft, Perry hill, Lower Sydenham, Surgeon. Aug 28. Ingoldby & Co, Finsbury sq

ROBERTS, FRANCIS, Westbourne ter, Hyde park, Esq. Sept 29. S. M. & J. B. Benson, Clement's inn

SENIOR, ADAM DYSON, Berry Brow, nr Huddersfield, Carpet Warehouseman. Sept 15. Brook, Huddersfield

STRICKLAND, GEORGE HENRY, Lady Somerset rd, Highgate, Commercial Traveller. Aug 31. Needham, New inn

SWINBURNE, ALFRED, Bernard st, Russell sq, Solicitor. Aug 27. Cole & Jackson, Essex st

TRENDELL, WILLIAM HENRY, Russell st, Reading, Gent. Sept 28. Hoffman, Reading

SHAW, MARY LUCY, Clevedon, Somerset. Sept 15. Humfrys, Hereford

TUCKEY, ANN, Victoria pl, Larkhall, Bath. Sept 22. Stone & Co, Bath

WASSELL, ALBERT EVANS, Buckingham rd, Brighton, Retired China Merchant. Sept 7. Marsden & Wilson, Old Cavendish st

London Gazette—FRIDAY, Aug. 3.

AYERST, FRANCIS, Hove, Esq. Sept 15. Webb & Co, Argyll st, Regent st

BARNES, CHARLES, Amyand terr, Twickenham, Gent. Sept 4. Saxelby & Faulkner, Ironmonger lane

BARTHOLOMEW, WILLIAM, Goldhawk rd, Shepherd's Bush, Builder. Aug 21. Huggins & Rutland, Chancery lane

BARTON, JAMES, Oxford st, Ironmonger. Sept 7. Eagleton & Son, Chancery lane

BECK, THOMAS, Thorpe, Norfolk, Retired Mariner. Sept 5. Scott, Austinfriars

BLEARS, ANN, Swinton, Lancaster. Aug 20. Knight, Manchester

BLAMIRES, JOSEPH, Gt Horton, Bradford, Retired Mechanic. Aug 31. Morgan & Morgan, Bradford

BOOTHBY, ELIZA, Wolverhampton. Aug 15. Ponsonby & Carlile, Oldham

BUCKLEY, JAMES, Crompton, nr Oldham, Joiner. Aug 15. Ponsonby & Carlile, Oldham

BURRELL, WILLIAM JOHN, Broome park, Northumberland. Sept 1. Forster & Paynter, Alnwick

BUTTERWORTH, ROBERT THOMPSON WHITEHEAD, Redbourn, Herts, Gent. Sept 15. James & James, Ely pl

CHAPMAN, WILLIAM, Iwade, nr Sittingbourne, Farmer. Sept 1. Farlow & Jackson, Ingram ct, Fenchurch st

COLVER, HENRY, Sheffield, Merchant. Sept 28. Simpson, Sheffield

CONWAY, ROBERT, Plymouth, Accountant. Oct 1. Stones & Co, Finsbury circus

COULTHURST, THOMAS, Derby, Surveyor. Aug 25. Taylor, Derby

EWING, WILLIAM, Upper Brook st, Grosvenor sq, Retired Major. Oct 4. Johnson & Co, Old Broad st

FARNE, FRANCES ELIZABETH, Portfield, nr Chichester. Sept 11. Sowton, Chichester

FRENCH, CATHERINE HENRIETTA LAW, Gateacre, nr Liverpool. Oct 1. Simpson & North, Liverpool

HAWKSWORTH, THOMAS BUXTON, Newton Abbott, Gent. Sept 3. Watson & Co, Sheffield

HERTZ, TRYPHENA ESTHER, Cromwell rd, South Kensington. Sept 29. Street & Poynder, Lincoln's inn fields

HOCKADAY, JOHN, Bristol. Sept 14. Glyde, Bristol

HODGES, BEN DAVIS, Black Boy lane, Tottenham. Sept 10. Dale, Finsbury circus

HODSON, HARRIOT, Brighton. Aug 31. Howlett & Clarke, Brighton

HORTON, MARY, Gordon st, Gordon sq. Sept 29. Plaskitt, Lincoln's inn fields

HOUGH, JOHN, Manchester, Merchant. Aug 20. Crofton & Craven, Manchester

HOWARD, HELEN, Choumert rd, Rye lane, Peckham. Aug 31. Rodgers & Clarkson, Walbrook

MACTURK, HELEN, South Cave, York. Sept 1. Taylor & Co, Bradford

PEPPER, WILLIAM, Covehithe, Suffolk, Farmer. Sept 1. Mills, Ipswich

PIERCE, MARY ANN, Landport, Portsea. Sept 15. Robinson, Philpot lane

PORTAS, JOHN COTTON, Kingston upon Hull, Draper. Sept 30. Salmon, Hull

PURSALL, ANN, Harborne, Stafford. Sept 29. Coleman & Co, Birmingham

SMYTHIES, FRANCIS, Colchester, Esq. Oct 1. Beaumont & Son, Coggeshall

STYLES, WILLIAM, Chiddingly, Sussex, Farmer. Sept 1. Philcox, Burwash

THIRSK, WILLIAM, Kingston upon Hull, Carrier. Sept 30. Jackson, Hull

TOPPLE, ARTHUR, York st, Bryanston sq, Bootmaker. Sept 1. Hayne, Finsbury pavement

WILLIAMS, ELIZA, Frodsham, Chester. Sept 15. Diggles & Ogden, Manchester

WINDHAM, WILLIAM GEORGE, Bournemouth. Aug 31. Lawrence & Co, New sq, Lincoln's inn

London Gazette.—TUESDAY, Aug 7.

ADAMS, EDITH, Goldhawk rd, Shepherd's Bush. Sept 29. Shearman, New inn Strand

AFFLECK, ROBERT, Manchester, Draper. Sept 11. Hall & Co, Manchester

ALLEN, JOSEPH, Tewin, Herts. Aug 30. Cotton & Son, St Martin's le Grand

DAINE, THOMAS, Hale, Chester, Commercial Traveller. Sept 11. Hall & Co, Manchester

EDWARDS, JOHN, Huddersfield, Gent. Sept 20. Bottomley, Huddersfield

FOSTER, SARAH, Tunbridge Wells. Sept 10. Jarnett & Co, Liverpool

GARNER, JANET, Tranmere, Chester. Sept 8. Masters & Rogers, Liverpool

GRIEF, WILLIAM VALENTINE, Great Yarmouth, Smack Owner. Aug 14. Burton & Son, Great Yarmouth

HAYDON, THOMAS IRONS, Plymouth, Livery Stable Keeper. Aug 31. Rodd, jun, East Stonehouse

HODGKINS, JOSEPH, Acock's green, Worcester, Chemist. Sept 29. Fallows & Cochrane, Birmingham

HUGGETT, LOUISA, Highgate rd. Sept 4. Holmes, Finsbury pavement

JAMES, VERE, Albany rd, Old Kent rd, Warehouseman. Sept 1. Powell & Goodale, Essex st, Strand

LEE, THOMAS, Great Tower st, E.C., Contractor. Sept 7. Tolhurst & Co, Gravesend

NAIRNE, WILLIAM MCCLURE, Manchester, Accountant. Sept 15. Buckley & Miller, Staleybridge

NEWSOM, HARRIET, Yeadon, York. Sept 1. Fawcett & Co, Otley

O'SHEA, PHILIP, Snow's fields, Bermondsey, Carman. Sept 7. Greig, Fenchurch st

OWENS, JOHN, Presteign, Hereford, Farmer. Oct 10. Stephens, Presteign

SHAW, HAMILTON HERWOOD, Swansea. Sept 10. Stricks & Bellingham, Swansea

SHORT, WILLIAM, Birmingham, Accountant. Sept 12. Saunders & Co, Birmingham

PRESTWICH, ANNA MATILDA, Norwich. Oct 30. Cozens Hardy, Norwich

READ, JOHN, Bramall, Chester, Cotton Spinner. Sept 29. Hyde, Stockport

REEVES, ELIZA, Titchborne st, Edgware rd. Sept 10. Blunt & Lawford, Gresham st

SACK, WILLIAM, Crawford st, Marylebone, Butcher. Sept 21. Surtees, Bedford row

STRICKLAND, FRANCES, Deerhurst, Gloucestershire. Sept 25. Collyer-Bristow & Co, Bedford row

VINCENT, JAMES, Portsea, Gent. Sept 10. King, Portsea

London Gazette.—FRIDAY, Aug. 10.

ANDERTON, RICHARD, Ramsbottom, Lancaster, Gent. Sept 11. Wild & Wild, Ramsbottom

AYERST, SARAH, Folkestone. Sept 15. Hughes & Co, Budge row, E.C.

BATTLEY, JONATHAN WILLIAM, Amherst pk, Stamford hill, Esq. Oct 1. Wild & Co, Ironmonger lane

BEDDALL, CHARLES, Finchingfield, Essex, Gent. Sept 5. Veley & Cunnington, Braintree

BEDDALL, MARIA ANNE, Finchingfield, Essex. Sept 5. Veley & Cunnington, Braintree

BEEB, WILLIAM HENRY, Henrietta st, Covent Gdn, Publisher. Aug 23. Smee, Henrietta st

COULBORN, CHARLES ELTON, Beckenham, Broker. Sept 24. Harwood & Stephenson, Lombard st

FAIRCHILD, JAMES, Little Torrington, Devon, Farmer. Sept 1. Bencraft & Bosson, Barnstaple

GORDON, SARAH, Malton, York. Sept. 1. Soulby, Malton

GREENWAY, EDWARD KELYNGE, Hardess st, Brixton, Process Server Oct 1. Hincks, King st, Finsbury sq

HUDSON, JAMES TAYLOR, Ulverston, Wine Merchant. Sept 11. Atkinson, Ulverston

LANG, JOHN, Ashton under Lyne, Gent. Sept 8. Buckley & Miller, Stalybridge

LEEDLE, GEORGE, York, Licensed Victualler. Sept 29. Procter, York

MCHATTIE, JOHN, Chester, Nurseryman. Sept 1. Bridgman & Co, Chester

MITCHELL, MARY ANN, New Kent rd, Mantle Manufacturer. Oct 1. Arnold & Co, Carey st, Lincoln's inn

MORRISEY, PATRICK, Chelsea, a retired Major. Sept 21. Randolph, Old Serjeant's inn

NELMES, WILLIAM, Scriven, nr Knaresborough, Butler. Oct 1. Hirst & Capes, Boroughbridge

PALEY, RALPH CLARK, Newcastle upon Tyne, Grocer. Oct 1. Hoyle & Co, Newcastle upon Tyne

PALMER, IZETT, Bridgwater. Sept 7. Chapman & Bishop, Bridgwater

PRYSE, Col. EDWARD LEWIS, Peithyll, Cardigan. Sept 15. Fryer, Aberystwith

ROBERTS, JOHN, Todmorden, Tailor. Sept 21. Sager, Todmorden

SHARP, ROBERT GLAISTER, Moor Park, nr Maryport, Cumberland, Shipowner. Sept 17. Hayton & Simpson, Cockermouth
SMITH, JOHN, Huddersfield, Drysalter. Sept 15. Brook & Co, Huddersfield
SPARROW, STEPHEN, Cambridge, Gent. Oct 11. Whitehead, Cambridge
TABOR, JAMES, Prittlewell, Essex, Esq. Sept 29. Beaumont & Co, Chancery lane
WILSON, FLEETWOOD PELLEW, Portman sq, Esq. Oct 1. Lyne & Holman, Great Winchester st

London Gazette—TUESDAY, Aug. 14.

ALEXANDER, Sir JAMES, Bedford pl, Russell sq, a General in the Royal Artillery. Oct 1. Long & Gardiner, Lincoln's inn fields
BASSETT, GUSTAVUS LAMBART, Tehidy, Cornwall. Nov 1. Lawrence & Co, New sq
CARTER, CAPEL, Bath. Sept 17. Ashurst & Co, Old Jewry
COX, JOSEPH, Little Camera st, Chelsea, Bricklayer. Sept 20. Townsend, Hull
DAVISON, Captain THOMAS, South Stoneham House, nr Southampton. Sept 30. Brooks & Co, Godliman st, Doctor's Commons
EVERETT, EMMA, Salisbury. Oct 1. Wilson & Sons, Salisbury
FOSTER, EDWIN, Halifax, Hosier. Sept 1. Kerr, Halifax
GARLAND, ARTHUR GEORGE, Winchester, Clerk in Holy Orders. Sept 29. Withall & Co, Bedford row
GIBBON, SAMUEL, Michaelstone super Ely, Glamorgan, Farmer. Sept 17. Jones, Cardiff
GIBSON, JAMES, Birchfields, Stafford, out of business. Sept 17. Ansel & Ashford, Birmingham
HAMPSON, JANE, Liverpool. Sept 14. Cleaver & Co, Liverpool
HICKS, SARAH, Woodford, Wilts. Sept 10. Wilson & Sons, Salisbury
HIDES, HENRY TIDM, Sheffield, Pawnbroker. Sept 15. Swift & Ashington, Sheffield
JONES, ELIZA, Bristol. Sept 3. Johnstone, Bristol
KNIGHT, EDWIN, Hove, Sussex, Esq. Oct 1. Matthews, Bedford row
LEA, JOHN WALTER, Tweady rd, Bromley, Esq. Sept 20. Bennett & Co, Lincoln's inn
MACLIVER, DAVID, Clifton, Bristol, Esq. Oct 31. Nunneley, Bristol
MITCHELHILL, ROBERT, Liverpool, Gent. Aug 22. Lynch & Teebay, Liverpool.
MORLEY, ANNE, Mellis, Suffolk, Spinster. Sept 14. Tacon, Eye, Suffolk
PEACEY, GEORGE, Henley upon Thames, Licensed Victualler. Oct 31. Cooper & Son, Henley upon Thames
POTTER, HENRY RUSSEL, Wath upon Dearne, York, Accountant. Sept 15. Rhodes, Rotherham
RADLEY, LUPTON, Roberts, York, Gentleman. Sept 15. Branson & Son, Sheffield
RANDALL, JAMES FREEMAN, Woolwich, Wine Merchant. Sept 29. Hudson & Co., Queen Victoria st
RIGSBY, RICHARD, St Helens, Tailor. Sept 29. Ansdell & Eccles, St Helens
ROBINSON, LAVINIA, Southall Green. Aug 25. Houlder, Chancery lane
SHEPPARD, Rev THOMAS HENRY, Oxford. Oct 1. Watson & Digby, Fakenham, Norfolk
SMITH, JAMES, Sharples, Lancaster, Yarn Agent. Sept 10. Balshaw & Hodgkinson, Bolton
SMITH, JOHN BLAND, Palmer's green, Waterproofer. Sept 18. Mitchell, Fenchurch st
STEWARD, MARY ELLEN, Bruton st. Sept 9. Baker & Co, Lincoln's inn fields
STEWARD, WILLIAM JAMES, Bruton st, Esq. Sept 11. Baker & Co, Lincoln's inn fields
STUBBS, ELIZA, Ryton, nr Shifnal, Salop. Aug 23. Underhill & Lawrence, Wolverhampton
SULIVAN, MARY ANN, Hampstead. Sept 15. Torr & Co, Bedford row
SWETMAN, JOHN, Yeovil, Tailor. Sept 29. Watts, Yeovil
WATTS, WILLIAM, Handsworth, Farmer. Sept 15. Creswick, Sheffield
WEST, THOMAS EDWARD, Moortown, Leeds, Barrister at Law. Sept 30. Marshall, Leeds
WHITEHEAD, GEORGE, Yardley, Worcester, Gent. Oct 29. Sanders & Co, Colmore row, Birmingham

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug. 10.

RECEIVING ORDERS.

ATKINSON, ALBERT, Doncaster, Innkeeper Sheffield Pet Aug 4 Ord Aug 4
BARNETT, ALFRED, Cape of Good Hope, Clerk High Court Pet May 26 Ord Aug 7
BETT, THOMAS, Derby, Fruiterer Derby Pet Aug 7 Ord Aug 7
BIRCH, GILBERT, Sandwich, Oilman Canterbury Pet Aug 7 Ord Aug 7
BISHOP, WILLIAM, Birmingham, Hardware Dealer Birmingham Pet Aug 7 Ord Aug 7
BRYAN, JAMES, Preston, Provision Dealer Preston Pet July 27 Ord Aug 8
BUCKLEY, JAMES, Oldham, Innkeeper Oldham Pet Aug 7 Ord Aug 7
BUSHELL, ELEANOR JOYCE, Hop Exchange, Borough, Hop Merchant High Court Pet Aug 8 Ord Aug 8
CALL, Sir WILLIAM, Ryder st, St James's, occupation unknown High Court Pet May 17 Ord Aug 7
CHAMBERLAIN, ALBERT, Glastonbury, Builder Wells Pet June 23 Ord Aug 7
CLEMES, FREDERICK WILLIAM, Plymouth, Outfitter East Stonehouse Pet Aug 4 Ord Aug 4
FARLEY, JAMES HENRY, Odiham, Butcher Winchester Pet Aug 7 Ord Aug 7
FEHRER, FRANCIS, and ALFRED TICHY, Basinghall st, Tobacconists High Court Pet Aug 6 Ord Aug 6
FLINT, SAMUEL RADLEY, Sheffield, Plumber Sheffield Pet Aug 8 Ord Aug 8
FUCHS, JOHN RICHARD, Drury lane, Baker High Court Pet Aug 8 Ord Aug 8
GOODING, FREDERICK HENRY, Bradeston, Norfolk, Hop Seller Norwich Pet Aug 7 Ord Aug 7
GOODRICK, THOMAS, Murton, Yorks, out of business York Pet Aug 8 Ord Aug 8
HOUSTON, JOHN SAMUEL, residence unknown, Supervisor of Excise High Court Pet July 13 Ord Aug 8
HUNT, JOHN, Savoy st, Strand, Managing director of a company High Court Pet June 9 Ord Aug 6
JACOBS, CHARLES ABRAHAM, Long acre, Assistant to Fruit Salesman High Court Pet Aug 8 Ord Aug 8
JONES, ROBERT, Upper Bangor, Carnarvonshire, Joiner Bangor Pet Aug 7 Ord Aug 7
KENDALL, STEPHEN MESSENGER, New Clee, Lincolnshire, Fisherman Gt Grimsby Pet Aug 4 Ord Aug 4
LEY, CHARLES, Nottingham, Cooper Nottingham Pet Aug 8 Ord Aug 8
MURRAY, THOMAS, Hanley, Eating house Keeper Hanley, Burslem, and Tunstall Pet July 27 Ord Aug 7
PEROSSI, ACHILLE, Plymouth, Shipping broker East Stonehouse Pet Aug 7 Ord Aug 7
PHILLIPS, JOSEPH EDWARD SILVESTER, Wells st, Jermyn st, Clerk High Court Pet July 26 Ord Aug 8
PORTEOUS, ROBERT, and PETER ALEXANDER PORTEOUS, Newcastle on Tyne, Cabinet Makers Newcastle on Tyne Pet Aug 4 Ord Aug 4
SANDERSON, JOHN GEORGE, Crowle, Lincolnshire Butcher Sheffield Pet Aug 8 Ord Aug 8
SINFIELD, FRANK, Gurney rd, Stratford, out of business High Court Pet Aug 8 Ord Aug 8
SMITH, GEORGE, Leeds, Glass Dealer Leeds Pet Aug 8 Ord Aug 8
STEVENS, RICHARD, Stonehouse, Devon, General Merchant East Stonehouse Pet Aug 4 Ord Aug 4
SUTTON, HENRY HOLMES, in Prison at Maidstone, Hotel proprietor Tunbridge Wells Pet Aug 7 Ord Aug 7
THOMPSON, CHARLES, Holme on Spalding Moor, Yorks, Joiner Kingston upon Hull Pet Aug 7 Ord Aug 7
THORNE, ALFRED, and HENRY TOZE, Holcombe Rogus, Devon, Harness Makers Taunton Pet Aug 1 Ord Aug 1
TIPPETT, THOMAS HENRY, Paul, Cornwall, Farmer Truro Pet Aug 8 Ord Aug 8
WALKER, WILLIAM THEODORE, Aston, Warwickshire, Boot Dealer Birmingham Pet Aug 7 Ord Aug 7
WHOWALL, THOMAS, Goldhawk rd, Shepherd's Bush, Cabmaster High Court Pet Aug 8 Ord Aug 8

FIRST MEETINGS.

ARCHER, WILLIAM MONCHIER, residence unknown, Cocoa Nut Matting Manufacturer Aug 17 at 12 33, Carey st, Lincoln's inn
BENTOTE, J., Mark lane, Manure Merchant Aug 17 at 11 33, Carey st, Lincoln's inn
BUCKLEY, JAMES, Oldham, Innkeeper Aug 21 at 11 Off Rec, Priory chmbrs, Union st, Oldham
DAVIS, AARON JOSEPH, and ELKIN DAVIS, Manchester, Pawnbrokers Aug 17 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
DUNGATE, GEORGE HARRISON, Codsall, Staffordshire, Clerk Aug 17 at 3 30 Off Rec, Wolverhampton
FALKINGHAM, JOHN, York, Tailor Aug 17 at 1 Off Rec, York
GOLDING, WILLIAM THOMAS, Lee, Kent, Upholsterer Aug 20 at 3 109, Victoria st, S.W.
GOOCH, THOMAS HAKEN, Gracechurch st, Ironmonger Aug 17 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
GOODING, FREDERICK HENRY, Bradeston, Norfolk, Hopseller Aug 18 at 11 Off Rec, 8, King st, Norwich
GOODWYN, CHARLES SAMUEL, Anerley, Gent Aug 20 at 12 109, Victoria st, S.W.
GOULDTHORPE, GEORGE WALKER, Leeds, Book Keeper Aug 17 at 11 Off Rec, Park row, Leeds
GRIGG, WILLIAM THOMAS, Newport, I.W., Draper Aug 23 at 3 Chamber of Commerce, 145, Cheapside
HALLETT, C. M. HUGHES, Crawley, Sussex, Gent Aug 17 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
HAMMOND, ARTHUR THOMAS, High st, Lower Tooting, Boot Dealer Aug 17 at 1 109, Victoria st, Westminster
HILL, THOMAS, Shallowford, nr Stafford, Farmer Aug 17 at 11.30 Off Rec, St Martin's pl, Stafford
JONES, DAVID, Llanwnda, Carnarvonshire, Builder Aug 17 at 4 Royal Hotel, Carnarvon
MAYHEW, FREDERICK, High st, Wandsworth, Draper Aug 17 at 3 109, Victoria st, Westminster
PORTEOUS, ROBERT, and PETER ALEXANDER PORTEOUS, Newcastle on Tyne, Cabinet Makers Aug 16 at 11 Off Rec, Pink lane, Newcastle on Tyne
RICHARDS, SAMUEL, Sutton Coldfield, Warwickshire, out of business Aug 22 at 11 25, Colmore row, Birmingham
RYLEY, WILLIAM, Birmingham, Warehouseman Aug 23 at 11 25, Colmore row, Birmingham
SAMWELLS, THOMAS, Harpenden, Herts, Builder Aug 17 at 11 George Hotel, St Albans, Herts
SARGEANT, HERBERT, Medwin st, Brixton, Grocer Aug 17 at 12 109, Victoria st, Westminster
STENT, FRED, King William st, Civil Engineer Aug 17 at 11 33, Carey st, Lincoln's inn
SUNDERLAND, FRANK, Birmingham, Pork Butcher Aug 21 at 11 25, Colmore row, Birmingham
THORNE, ALFRED, and HENRY TOZE, Holcombe Rogus, Devon, Harness Makers Aug 17 at 11.15 Squirrel Hotel, Wellington, Somerset
TOWNEND, HARRY, Milton st, Cripplegate, Warehouseman Aug 17 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
WILKES, GEORGE, West Bromwich, Staffs, out of business Aug 27 at 10.30 County Court, Oldbury

ADJUDICATIONS.

ARCHER, WILLIAM MONCHIER, residence unknown, Cocoa Nutting Manufacturer High Court Pet July 10 Ord Aug 3
ASHLEY, HENRY, Worksop, Grocer Sheffield Pet July 19 Ord Aug 8
ATKINSON, ALBERT, Doncaster, Innkeeper Sheffield Pet Aug 4 Ord Aug 4
BENT, JOHN ALFRED, Leicester, Joiner Leicester Pet July 16 Ord Aug 4
BETT, THOMAS, Derby, Fruiterer Derby Pet Aug 7 Ord Aug 7
BISHOP, WILLIAM, Birmingham, Hardware Dealer Birmingham Pet Aug 7 Ord Aug 7
BOWEN, WILLIAM FINNEY, Queen Victoria st, Engineer High Court Pet May 26 Ord Aug 1
BOYDEN, THOMAS, Gray's inn rd, Builder High Court Pet June 19 Ord Aug 8
BRUNETTI, ADELELMO, Buckingham Palace rd, Pimlico, Confectioner High Court Pet July 4 Ord Aug 8
BRUNSTROM, RUDOLPH WALDEMAR, Gateshead, Ship Broker Newcastle on Tyne Pet July 24 Ord Aug 7
BULLOCK, WILLIAM, Batley, Yorks, Tinner Dewsbury Pet July 20 Ord Aug 8
BYET, THOMAS RANDOLPH, Bristol, Newsagent Bristol Pet July 31 Ord Aug 7
CANDLER, STEPHEN, Teviot st, Poplar, Ex-Inspector of Police High Court Pet Aug 4 Ord Aug 8
CHARLESWORTH, DANIEL, Long Clawson, Leicestershire, Licensed Victualler Leicester Pet Aug 2 Ord Aug 2
CLARK, DAVID, Whitecroft, nr Lydney, Gloucestershire, Grocer Newport, Mon Pet July 30 Ord Aug 2
COCHRAN, JAMES ELPHINSTON, Brighton, Provision Merchant Brighton Pet July 17 Ord Aug 4
COOKSON, JOSHUA, Leeds, Stockbroker Leeds Pet July 5 Ord Aug 3
CURSON, CHARLES, jun, Modbury, Devon, Bootmaker East Stonehouse Pet July 19 Ord Aug 8
DALLEN, J P, address unknown, Stockbroker High Court Pet July 19 Ord Aug 1

DANCOCKS, WALTER VINCENT, Goldhawk rd, Hammersmith, Dairyman High Court Pet June 25 Ord Aug 8
DIXON, RICHARD, Birkenhead, Licensed Victualler Birkenhead Pet Aug 1 Ord Aug 3
FAIRFAX, THOMAS, Birmingham, Draper Birmingham Pet June 12 Ord Aug 3
FLINT, SAMUEL RADLEY, Sheffield, Plumber Sheffield Pet Aug 4 Ord Aug 8
FRENCH, JOE JOSEPH, High st, Notting hill, Florist High Court Pet Aug 4 Ord Aug 8
FROUD, WILLIAM, Stratford, Essex, Builder High Court Pet July 17 Ord Aug 4
FUCHS, JOHN RICHARD, Drury lane, Baker High Court Pet Aug 8 Ord Aug 8
GALPIN, HENRY JOHN, Tabard st, Borough, Corn Dealer High Court Pet Aug 1 Ord Aug 4
GARROW-WHITBY, EDWARD GARROW, address unknown, Gent High Court Pet March 28 Ord Aug 4
GENN, JAMES, Beak st, Regent st, Draper High Court Pet July 16 Ord Aug 3
HALLAMORE, T C, Old Broad st High Court Pet May 25 Ord Aug 3
HAMMOND, ARTHUR THOMAS, High st, Lower Tooting, Boot Dealer Wandsworth Pet July 25 Ord Aug 3
HOLLAND, WILLIAM HENRY, Leicester, Timber Merchant Leicester Pet July 18 Ord Aug 3
JONES, EDWARD, Camberwell New rd, Chemist High Court Pet July 2 Ord Aug 8
KELLEHER, DANIEL, Berwick st, Oxford st, Provision Merchant High Court Pet Aug 1 Ord Aug 1
KENDALL, STEPHEN MESSENGER, New Clee, Lincoln, Fisherman Great Grimsby Pet Aug 4 Ord Aug 4
LITTLE, JAMES, Church st, Croydon, Draper Croydon Pet June 18 Ord Aug 3
MILLIGAN, JOHN HENRY, Old Kent rd, Provision Dealer High Court Pet Aug 4 Ord Aug 4
MOBBS, JOHN, Southgate rd, Islington High Court Ord Aug 3
MURREY, THOMAS, Hanley, Eating-house Keeper Hanley, Burslem, and Tunstall Pet July 27 Ord Aug 7
NAVIN, THOMAS, Brittania st, King's Cross, Cab Proprietor High Court Pet July 11 Ord Aug 2
NAYLOR, WILLIAM, Hulwell, Nottingham, Waste Dealer Nottingham Pet July 28 Ord July 28
NEALE, ANNA MARIA, Batcombe, Somerset, Widow Frome Pet July 17 Ord Aug 7
NEWCOMBE, JOHN, Leicester, Picture Frame Manufacturer Leicester Pet July 25 Ord Aug 3
NICKELS, JOHN, Newark on Trent, Basket Maker Nottingham Pet July 28 Ord Aug 3
OAKE, JOSEPH BLAKE, Union rd, Rotherithe, Engineer High Court Pet Aug 2 Ord Aug 3
OLLIFFE, SAMUEL FRANCIS, Tulse hill, Printers' Traveller High Court Pet Aug 1 Ord Aug 3
PENNY, STEPHEN HENRY, Shirley, Hampshire, Builder Southampton Pet July 5 Ord Aug 8
PIGGOTT, EDMUND, Gilpin grove, Edmonton, no occupation High Court Pet Aug 1 Ord Aug 1
PORTEOUS, ROBERT, and PETER ALEXANDER PORTEOUS, Newcastle on Tyne, Cabinet Makers Newcastle on Tyne Pet Aug 4 Ord Aug 4
SAMWELLS, THOMAS, Harpenden, Herts, Builder St Albans Pet July 14 Ord Aug 2
SANDERSON, JOHN GEORGE, Crowle, Lincs, Butcher Sheffield Pet Aug 8 Ord Aug 8
SELLENTIN, ERDMAN, Leytonstone, Dealer High Court Pet July 31 Ord Aug 2
SMITH, GEORGE, Leeds, Glass Dealer Leeds Pet Aug 8 Ord Aug 8
SMITH, RICHARD JOSEPH, Leeds, Draper Leeds Pet July 20 Ord Aug 4
STOMM, W J, Ludgate hill, Patent Agent High Court Pet June 11 Ord Aug 2
SUTTON, HENRY HOLMES, Prisoner at Maidstone, lately Hotel Proprietor Tunbridge Wells Pet Aug 7 Ord Aug 7
SYKES, JOSHUA, Halifax, Currier Halifax Pet July 17 Ord Aug 7
THOMAS, WILLIAM HENRY, Cinderford, Gloucestershire, General Outfitter Gloucester Pet Aug 7 Ord Aug 7
THOMPSON, CHARLES, Holme on Spalding Moor, Joiner Kingston on Hull Pet Aug 7 Ord Aug 7
THORNE, ALFRED, and HENRY TOZE, Holcombe Rogus, Devon, Harness Makers Taunton Pet Aug 1 Ord Aug 1
TIDSWELL, WILLIAM BORMAN, Gt St Helens, Bishopsgate st, General Merchant High Court Pet June 25 Ord Aug 2
TIPPETT, THOMAS HENRY, Paul, Cornwall, Farmer Truro Pet Aug 8 Ord Aug 8
WARD, WALTER, Stratford, Commercial Traveller High Court Pet Aug 3 Ord Aug 3
WEBSTER, ROBERT BULKELEY ORTON, Nottingham, Commercial Traveller Nottingham Pet July 28 Ord July 28
WOOD, WILLIAM HENRY, GERVASE WOOD, TOM WOOD, and ALBERT EDWARD WOOD, Brockley, Ironmongers Greenwich Pet June 11 Ord Aug 3

London Gazette.—TUESDAY, Aug. 14.

RECEIVING ORDERS.

BASS, GEORGE, Leicester, Commission Agent Leicester Pet Aug 9 Ord Aug 9
BROOKS, CHARLES WILLIAM, Bournemouth, Ironmonger Poole Pet July 27 Ord Aug 11
BULLOCK, PHINEAS, Dudley, Butcher Wolverhampton Pet Aug 10 Ord Aug 10
CAPSTICK, JAMES, Silverdale, nr Carnforth, Farmer Preston Pet Aug 9 Ord Aug 9
CHAPMAN, ARTHUR WILLIAM, Bristol, Builder Bristol Pet Aug 10 Ord Aug 10
CLARK, WILLIAM CHARLES SMEATON, Acton terr, Merton, Builder Croydon Pet July 23 Ord Aug 7
CONOLLY, ALFRED JAMES, Iden, Sussex, Gent Hastings Pet July 25 Ord Aug 9
COTTERILL, JAMES HENRY, Louth, Bootmaker Gt Grimsby Pet Aug 9 Ord Aug 9
DALE, ARTHUR, Leek, Staffs, Innkeeper Macclesfield Pet Aug 7 Ord Aug 7
DAVIES, KATE BURTON, Waterloo, Lancs, Spinster Liverpool Pet Aug 10 Ord Aug 10
DENYER, GEORGE KIMBER, St Albans, Plumber St Albans Pet Aug 10 Ord Aug 10
EKINS, JOHN, Downham Market, Norfolk, Grocer King's Lynn Pet Aug 10 Ord Aug 10
FOSTER, JOHN, Cardiff, Builder Cardiff Pet July 12 Ord Aug 8
FOTHERGILL, WILLIAM THOMAS, Milton next Gravesend, Trinity Pilot Rochester Pet Aug 9 Ord Aug 9
GRAY, HENRY, Salford, Baker Salford Pet Aug 10 Ord Aug 10
HILL, FRANCIS R., Rosedale terr, Fulham rd, Wine Merchant High Court Pet July 20 Ord Aug 8
HODGSON, THOMAS, Halifax, Butcher Halifax Pet Aug 9 Ord Aug 9
HUDSON, CHARLES FREELAND, Ipswich, Butcher Ipswich Pet Aug 10 Ord Aug 9
HYMAN, SAMUEL, Birmingham, Chandelier Manufacturer Birmingham Pet Aug 10 Ord Aug 10
ISAACS, COLMAN, Merthyr Tydfil, Pawnbroker Merthyr Tydfil Pet Aug 8 Ord Aug 11
JENNES, THOMAS OSMOND, Tynewydd, Glamorganshire, Licensed Victualler Cardiff Pet Aug 8 Ord Aug 8
JOHNSON, HENRY, Congleton, Silk Throwster Macclesfield Pet Aug 3 Ord Aug 3
KEOGH, EDWARD, Colby rd, Upper Norwood, Barrister at Law Croydon Pet July 16 Ord Aug 7
LEWIS, JOHN, Gellygaer, Glamorganshire, Grocer Merther Tydfil Pet Aug 10 Ord Aug 10
MACGREGOR, JOHN WATT, Newcastle on Tyne, Compositor Newcastle on Tyne Ord Aug 10 Pet Aug 10
MITCHELL, ROBERT JOSIAH, Devonshire rd, Balham, Bookseller Wandsworth Pet Aug 7 Ord Aug 7
MORGAN, EVAN, Swansea, Greengrocer Swansea Pet Aug 7 Ord Aug 7
MUSSELWHITE, PHILEMON, Salisbury, Greengrocer Salisbury Pet Aug 9 Ord Aug 9
NORTON, THOMAS, Aylestone pk, Leicestershire, China Dealer Leicester Pet Aug 10 Ord Aug 10
PEGUET, GEORGES, Hatton grdn, Wine Merchant High Court Pet Aug 10 Ord Aug 10
PHILLIPS, SETH, Tylorstown, Glamorganshire, Ironmonger Pontypridd Pet July 17 Ord Aug 9
ROBERTS, WILLIAM, Liverpool, Builder Liverpool Pet July 12 Ord Aug 10
SHONMAN, JACOB, Whitechapel rd, Watchmaker High Court Pet Aug 9 Ord Aug 9
SIEVIER, R STANDISH, residence unknown, Gent High Court Pet July 9 Ord Aug 9
SKINNER, JOSEPH, Bishopsgate st Within, Timber Merchant High Court Pet June 23 Ord Aug 9
STONELAKE, WILLIAM JOHN, Bedford sq, Whitechapel, Licensed Victualler High Court Pet July 27 Ord Aug 9
SULMAN, G U, Gresham st, Manufacturers' Agent High Court Pet June 28 Ord Aug 9
WARING, THOMAS, Earlestown, nr Warrington, Plumber Warrington Pet Aug 10 Ord Aug 10
WEBB, JOHN, Lower Bradley, nr Bilston, Beerhouse Keeper Wolverhampton Pet Aug 9 Ord Aug 9
WEST, GEORGE FRANCIS, Lime st, Clerk High Court Pet July 13 Ord Aug 9
WHALEY, NEWMAN, Kingston upon Hull, Joiner Kingston upon Hull Pet Aug 9 Ord Aug 9
WHEELER, JOHN, Basingstoke, Saddler Winchester Pet Aug 10 Ord Aug 10
WILLIAMS, EDWIN, Wolverhampton, Stationer Wolverhampton Pet Aug 8 Ord Aug 8
WILLIAMS, GEORGE, Southampton, Trunk Maker Southamptqn Pet Aug 10 Ord Aug 10
WILSON, ROBERT, Brunswick grdns, Kensington High Court Pet July 11 Ord Aug 9
WISE, JACOB, Watlington, Oxfordshire, Ironfounder Aylesbury Pet Aug 9 Ord Aug 9
WOODBRIDGE, ALBERT GEORGE, Bristol, Baker Bristol Pet Aug 10 Ord Aug 10

RECEIVING ORDER RESCINDED.

SLINGSBY, ROBERT, Lincoln, Photographer Lincoln Ord June 20 Resc Aug 7

FIRST MEETINGS.

ATKINSON, ALBERT, Doncaster, Innkeeper Aug 23 at 10 Off Rec, Figtree lane, Sheffield
BETT, THOMAS, Derby, Fruiterer Aug 21 at 12 Off Rec, St James's chambers, Derby
BIRCH, GILBERT, Sandwich, Oilman Aug 22 at 9.30 47, St George's st, Canterbury
BLUETT, ALFRED ERNEST, residence unknown, Dealer in Oriental Goods Aug 24 at 11 33, Carey st, Lincoln's inn
BOWER, WILLIAM FINNEY, Queen Victoria st, Engineer Aug 21 at 12 33, Carey st, Lincoln's inn
BRITTON, JOHN JAMES, Alcester, Warwickshire, Solicitor Aug 22 at 2.30 25, Colmore row, Birmingham
BROOKS, CHARLES BERNARD, Tilehurst, Berks, no occupation Aug 21 at 12 Queen's Hotel, Reading
BROWNE, ALICE STUART, Sackville st, Piccadilly, no occupation Aug 21 at 11 33, Carey st, Lincoln's inn
BULMER, FREDERICK, South grove, Highgate, Clerk Aug 23 at 11 33, Carey st, Lincoln's inn
CARR, RICHARD, Portsea, Boatswain in H.M.'s Navy Aug 30 at 12.30 166, Queen st, Portsea
CHAMBERLAIN, ALBERT, Glastonbury, Builder Aug 30 at 12 Off Rec, Bank chbrs, Bristol
CHAPMAN, ARTHUR WILLIAM, Bristol, Builder Aug 30 at 1 Off Rec, Bank chbrs, Bristol
CLEMES, FREDERICK WILLIAM, Plymouth, Outfitter Aug 22 at 11 10, Athenæum ter, Plymouth
COLLINS, CHARLES, Walworth rd, Walworth, Hatter Aug 22 at 11 33, Carey st, Lincoln's inn
DALE, ARTHUR, Leek, Innkeeper Aug 21 at 12 Off Rec, 23, King Edward st, Macclesfield
DAVISON, THOMAS STOCKIL, Darlington, Painter Aug 21 at 11.30 Off Rec, 8, Albert rd, Middlesborough
DAVISON, WILLIAM, Darlington, Paint Merchant Aug 21 at 11.45 Off Rec, 8, Albert rd, Middlesborough
DOUGHTY, JOHN, Stockton on Tees, Merchant Aug 21 at 12 Off Rec, 8, Albert rd, Middlesborough
DOULBY, JAMES, Ondine rd, Champion hill, Builder Aug 23 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
FARLEY, JAMES HENRY, Odiham, Butcher Aug 21 at 2.30 Off Rec, 4, East st, Southampton
FENBY, HOMAN PRICE, Chapel Allerton, nr Leeds, Engineer Aug 22 at 11 Off Rec, 22, Park row, Leeds
FISHER, FREDERICK WILLIAM, Queen Victoria st, Ironmonger Aug 24 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
FOTHERGILL, WILLIAM THOMAS, Milton next Gravesend, Trinity Pilot Aug 23 at 11.30 Off Rec, High st, Rochester
FREESTONE, FREDERICK, Ipswich, Lodging-house Keeper Aug 24 at 12 Off Rec, Ipswich
GLEW, JOSEPH CHAPMAN, and FREDERICK THOMAS GLEW, Museum st, Oxford st, Gasfitters Aug 21 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
GOODRICK, THOMAS, Murton, Yorks, out of business Aug 21 at 1 Off Rec, York
HODGSON, THOMAS, Halifax, Butcher Aug 23 at 11 Off Rec, Townhall chmbrs, Halifax
HOLLAND, EBENEZER, Oxford, Builder Aug 22 at 11.30 1, Saint Aldates, Oxford

HOPPE, EDWARD, Plaistow, Essex, Baker Aug 22 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
HUDSON, CHARLES FREELAND, Ipswich, Butcher Aug 24 at 12.30 Off Rec, Ipswich
JOHNSON, HENRY, Congleton, Silk Throwster Aug 21 at 11 Off Rec, 23, King Edward st, Macclesfield
MACGREGOR, JOHN WATT, Newcastle on Tyne, Compositor Aug 24 at 11 Off Rec, Pink lane, Newcastle on Tyne
MARSHALL, JOHN, Waleden, nr Todmorden, Dyer Aug 21 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
MORGAN, EVAN, Swansea, Greengrocer Aug 21 at 12 Off Rec, 6, Rutland street, Swansea
MURREY, THOMAS, Hanley, Eating house keeper Aug 29 at 4 Off Rec, Newcastle under Lyme
MUSSELWHITE, PHILEMON, Salisbury, Greengrocer Aug 24 at 3 Off Rec, Salisbury
NAVIN, THOMAS, Britannia st, King's cross, Cab Proprietor Aug 22 at 12 Bankruptcy bldgs, Lincoln's inn
PEROSSI, ACHILLE, Plymouth, Shipping Broker Aug 21 at 11 10, Athenæum terr, Plymouth
PURKIS, WILLIAM HENRY, Landport, Hampshire, Grocer Aug 30 at 12 166, Queen st, Portsea
RALPH, HENRY, Worthing, Butcher Aug 21 at 12 Off Rec, 4, Pavilion bldgs, Brighton
SALOMONS, LYON, Holloway rd, Tobacconist Aug 21 at 12 Bankruptcy bldgs, Lincoln's inn
STEVENS, RICHARD, East Stonehouse, Devon, Merchant Aug 22 at 12 10, Athenæum terr, Plymouth
STROUD, ALFRED HORATIO, Bournemouth, Builder Aug 21 at 12.15 Criterion Hotel, Bournemouth
THOMAS, WILLIAM HENRY, Cinderford, Glos, General Outfitter Aug 21 at 4 George Railway Hotel, Bristol
THOMPSON, JOHN RICHARD, Kingston on Hull, Hosier Aug 24 at 2 Off Rec, Trinity House lane, Hull
TIPPETT, THOMAS HENRY, Paul, Cornwall, Farmer Aug 21 at 11 Western Hotel, Penzance
TOWERS, WILLIAM, Sadberge, Durham, out of business Aug 21 at 11 Off Rec, 8, Albert rd, Middlesborough
WAGNER, ORLANDO HENRY, Folkestone, Schoolmaster Aug 22 at 2 Masonic Hall, Grace Hill, Folkestone
WARDEN, JOSEPH, Stockton on Tees, Hairdresser Aug 21 at 12.30 Off Rec, 8, Albert rd, Middlesborough
WAY, RICHARD BRYANT, The Broadway, Wimbledon, Butcher's Foreman Aug 27 at 11 16 Room. 30 and 31, St Swithin's lane
WILLIAMS, GEORGE, Southampton, Trunk Maker Aug 29 at 11 Off Rec, 4, East st, Southampton
WILLOUGHBY, JOHN, Deal, Hotel Proprietor Aug 22 at 11.30 Black Horse Hotel, Deal
WOODBRIDGE, ALBERT GEORGE, Bristol, Baker Aug 30 at 12.15 Off Rec, Bank chbrs, Bristol
WOTTON, JOHN BOWN, Fleet st, Surveyor Aug 23 at 12 33, Carey st, Lincoln's inn

ADJUDICATIONS.

ALLEY, JOHN, Craig's ct, Charing Cross High Court Pet March 12 Ord Aug 10
ARMFIELD, GEORGE, and CHARLES ARMFIELD, Station yard, Barnsley, Coal Merchants Barnsley Pet July 24 Ord Aug 9
BRIERLEY, WILLIAM, Rochdale, Farmer Oldham Pet Aug 2 Ord Aug 10
BUCKLEY, JAMES, Oldham, Lancs, Innkeeper Oldham Pet Aug 7 Ord Aug 10
CAPSTICK, JAMES, Silverdale, nr Carnforth, Lancs, Farmer Preston Pet Aug 9 Ord Aug 9
CHAPMAN, ARTHUR WILLIAM, Bristol, Builder Bristol Pet Aug 10 Ord Aug 10
COLES, WILLIAM, Birmingham, Billiard Player Birmingham Pet July 11 Ord Aug 10
COTTEFILL, JAMES HENRY, Louth, Lincs, Boot Maker Gt Grimsby Pet Aug 9 Ord Aug 9
DALE, ARTHUR, Leek, Staffs, Innkeeper Macclesfield Pet Aug 7 Ord Aug 7
DAVIES, KATE BURTON, Waterloo, Lancs, Spinster Liverpool Pet Aug 10 Ord Aug 10
DAVIS, JAMES, out of England, Proprietor of Bat Newspaper High Court Pet April 30 Ord Aug 11
FALKINGHAM, JOHN, York, Tailor York Pet Aug 4 Ord Aug 4
FISHER, FREDERICK WILLIAM, Queen Victoria st, Ironmonger High Court Pet July 17 Ord Aug 11
FLEW, JOHN PEARCE, Edith rd, West Kensington, Builder High Court Pet May 25 Ord Aug 10
FOTHERGILL, WILLIAM THOMAS, Milton next Gravesend, Trinity Pilot Rochester Pet Aug 9 Ord Aug 9
GOODING, FREDERICK HENRY, Bradeston, Norfolk, Hop Seller Norwich Pet Aug 7 Ord Aug 10
GOODRICK, THOMAS, Murton, Yorks, out of business York Pet Aug 8 Ord Aug 8
HEARD, EDWARD, New North rd, Contractor High Court Pet June 11 Ord Aug 11
HOLLAND, EBENEZER, Oxford, Builder Oxford Pet July 31 Ord Aug 9
HOUSTON, JOHN SAMUEL, residence unknown, Supervisor of Excise High Court Pet July 13 Ord Aug 10
HUDSON, CHARLES FREELAND, Ipswich, Butcher Ipswich Pet Aug 10 Ord Aug 10
ISAACS, COLMAN, Merthy Tydfil, Pawnbroker Merthyr Tydfil Pet Aug 8 Ord Aug 11
JACOBS, CHARLES ABRAHAM, Long Acre, Assistant to Fruit Salesman High Court Pet Aug 8 Ord Aug 10
JEENES, THOMAS OSMUND, Tynewydd, Glamorganshire, Licensed Victualler Cardiff Pet Aug 8 Ord Aug 9
JONES, ROBERT, Upper Bangor, Joiner Bangor Pet Aug 7 Ord Aug 10
LEWIS, JOHN, Gellygaer, Glamorganshire, Grocer Merthyr Tydfil Pet Aug 10 Ord Aug 10
MACGREGOR, JOHN WATT, Newcastle on Tyne, Compositor Newcastle on Tyne Pet Aug 10 Ord Aug 11
MAXWELL, WILLIAM, Nottingham, Draper Nottingham Pet July 17 Ord Aug 9
MORGAN, EVAN, Swansea, Greengrocer Swansea Pet Aug 7 Ord Aug 7
OTTLEY, GEORGE JOHNSON, Bournemouth rd, Rye lane, Peckham, Accountant High Court Pet May 17 Ord Aug 10
OWEN, JAMES M'CONNELL, Derby, Solicitor Derby Pet Aug 8 Ord Aug 8
PALMER, ROBERT, Bocking, Essex, Engineer Chelmsford Pet July 12 Ord Aug 6
PEGUET, GEORGES, Hatton gdn, Wine Merchant High Court Pet Aug 10 Ord Aug 10
RICHARDS, SAMUEL, Sutton Coldfield, Warwickshire, out of business Birmingham Pet July 31 Ord Aug 10
RICKARDS, ROBERT WINDSOR, Castlefield, nr Cardiff, Undergraduate Oxford Pet May 29 Ord Aug 11
SHONMAN, JACOB, Whitechapel rd, Watchmaker High Court Pet Aug 9 Ord Aug 10
TATTERSFIELD, JOSEPH, Mirfield, Yorks, Blanket Manufacturer Dewsbury Pet July 24 Ord Aug 9
TEED, MARTHA AUGUSTA, Connaught sq, Hyde pk, Widow High Court Pet Feb 25 Ord Aug 11
TREBLE, KATE, Ventnor, Dealer in Needlework Newport and Ryde Pet July 24 Ord Aug 1
WALKER, THOMAS, Darlington, Furniture Agent Stockton on Tees and Middlesborough Pet July 7 Ord Aug 8
WARING, THOMAS, Earlestown, nr Warrington, Plumber Warrington Pet Aug 10 Ord Aug 10
WHALEY, NEWMAN, Kingston upon Hull, Joiner Kingston upon Hull Pet Aug 9 Ord Aug 9
WILKES, GEORGE, West Bromwich, out of business Oldbury Pet July 18 Ord Aug 9
WILLIAMS, GEORGE, Southampton, Trunk Maker Southampton Pet Aug 10 Ord Aug 10
WOODBRIDGE, ALBERT GEORGE, Bristol, Baker Bristol Pet Aug 10 Ord Aug 10

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

PARKIN.—Aug. 13, at Wilton-street, Grosvenor-place, the wife of Montagu Lewis Parkin, of a daughter.

MARRIAGES.

BOYD—FLEMING.—Aug. 9, at West Clandon, Hugh Fenwick Boyd, barrister-at-law, to Lillie, daughter of the late David Gibson Fleming, of Manchester.
GINSBURG—STEPHENS.—Aug. 10, Benedick William Ginsburg, M.A., LL.M., barrister-at law, to Eliza Alice Stephens, late of Cookham.
MANSEL-JONES—TYRRELL.—Aug. 9, Herbert Riversdale Mansel-Jones, barrister-at-law, to Fanny, widow of the late George Tyrrell, of Ealing
MATTHEWS—SLOPER.—Aug. 11, Charles W. Matthews, barrister-at-law, to Lucy, daughter of the late Lindsay Sloper.

DEATHS.

BURTON.—Aug. 6, at Notting-hill, Sir William Westbrooke Burton, Knt., late Judge at Cape of Good Hope.
CARPENTER.—Aug. 9, William Carpenter, aged 67.
CLARK.—Aug. 10, at Sydenham, William John Hyne Clark, barrister-at-law, aged 40.
DOWNING.—Aug. 8, at Kenegie, Cornwall, Samuel Theophilus Genn Downing, barrister-at-law, aged 61.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

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